

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 14-07-733

Being a By-Law to authorize the Mayor and CAO/Clerk to execute an amending Agreement between the Ontario Clean Water Agency (OCWA) and the Corporation of Township of Whitewater Region

WHEREAS pursuant to the Municipal Act, .S.O. 2001 as amended, a Council may enter into agreements;


AND WHEREAS the Corporation of the Township of Whitewater Region deems it necessary to enter into an amending agreement with the Ontario Clean Water Agency (OCWA) to delete and replace Schedule "D" – Insurance.

NOW THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts that:


1. The Mayor and the CAO/Clerk are hereby authorized to execute this amending Insurance Agreement between the Ontario Clean Water Agency and the Township of Whitewater Region as in Schedule "D" attached hereto.

All By-Laws or parts of By-Laws previously passed that are inconsistent with the provisions of By-Law 14-07-733 are hereby repealed.

Passed this 16th day of July, 2014



Jim Labow, Mayor



Christine FitzSimons, CAO/Clerk

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the 16th day of July, 2014.

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX,
a corporation established under the Capital Investment Plan Act, 1993, c.23, Statutes
of Ontario.

(referred to in this Amending Agreement as "OCWA")

A N D

THE TOWNSHIP OF WHITEWATER REGION

(referred to in this Amending Agreement as "the Client")

(Each a "Party" and together, "the Parties")

BACKGROUND TO THIS AMENDING AGREEMENT

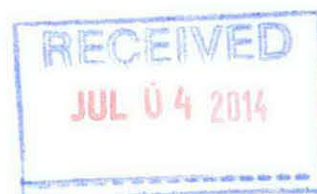
WHEREAS the Client and OCWA entered into an agreement effective **November 12th, 2013**, concerning the operation and maintenance of the Client's Facility (the "Existing Agreement") attached as Appendix A to this Amending Agreement;

AND WHEREAS the Client and OCWA have agreed to amend the Existing Agreement, as described below;

AND WHEREAS the Council of the Client passed By-Law No. 14-07-733 on the 16th day of July 2014 authorizing the Client to enter into this Amending Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amending Agreement and other good and valuable consideration, the sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree to the following amendments to the Existing Agreement:

1. Any capitalized terms not defined herein shall have the meaning ascribed to such term in the Existing Agreement.



2. *Schedule D – Insurance of the Existing Agreement is hereby deleted and replaced with a new “Schedule D - Insurance”, which is attached to this Agreement.*


IN WITNESS WHEREOF the Parties have duly executed this Amending Agreement.

ONTARIO CLEAN WATER AGENCY

June 6/2014
Date of Signing

By: 
(Authorized Signing Officer)

6/9/2014
Date of Signing

By: 
(Authorized Signing Officer)

**THE TOWNSHIP OF WHITEWATER
REGION**

7/16/2014
Date of Signing

By: 
(Authorized Signing Officer)

7/16/2014
Date of Signing

By: 
(Authorized Signing Officer)

SCHEDULE D - Insurance

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA's negligence arising out of OCWA's operations of the Facilities.

Limit: \$5,000,000 per occurrence.

Deductible: \$50,000 for the year 2014; subject to change on annual basis.

Contractor's Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (60 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA's profession.

Pollution legal liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Limit: \$5,000,000 for Professional Liability Insurance

Deductible: \$100,000 for the year 2014; subject to change on an annual basis.