

**THE CORPORATION OF THE
TOWNSHIP OF WHITEWATER REGION**

BY-LAW NUMBER 15-02-769

**A By-Law authorizing the Township to enter into a
Water Works and Sewage Works Agreement with
Country Haven Retirement Home**

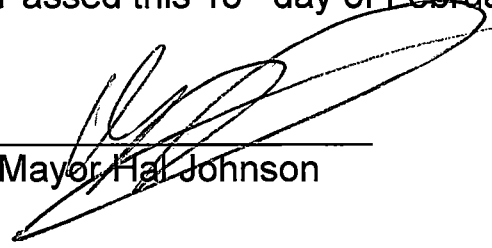
WHEREAS the Corporation of the Township of Westmeath entered into an agreement known as "Schedule "A" to By-Law 90-33 with Galvacor Tri-Care Inc., signed on July 3rd, 1990.

AND WHEREAS this agreement was to obtain approval by the Executive Director for the plans and specifications for the construction of the water works and waste disposal system for Part of the North half of Lot 6, Concession 4, East of Muskrat Lake, Westmeath, for the Retirement Home currently known as the Country Haven Retirement Home.


NOW THEREFORE The Council of the Township of Whitewater Region enacts as follows:

1. **THAT** the Township of Whitewater Region enter into a new agreement dated February 4, 2015 with the owners of the County Haven Retirement Home to release the balance of the sum of \$20,000 that was vested by the Municipality on July 3, 1990. This 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 this agreement. Further, the Country Haven Retirement Home indemnifies and saves harmless the Township of Whitewater Region 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 at the Country Haven Retirement Home.
3. All By-Laws or parts of By-Laws previously passed that are inconsistent with the provisions of By-Law 15-02-769 are hereby repealed.

Passed this 18th day of February, 201



Mayor Hal Johnson



CAO/Clerk Christine FitzSimons



**Schedule "A" to By-Law 15-02-769
Water Works and Sewage Works Agreement**

Between:

**The Corporation of the Township of Whitewater Region
"Hereinafter referred to as the Party of the First Part"
And
Country Haven Retirement Home
"Hereinafter referred to as the Party of the Second Part"**

WHEREAS an agreement signed July 3, 1990 is in place between the Party of the First Part and the Party of the Second Part to operate, maintain and otherwise deal with, manage and control the water and sewage works at the Country Haven Retirement Home;

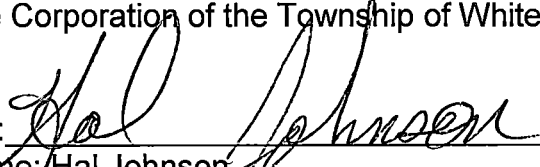
WHEREAS this agreement will lapse on July 3, 2015;

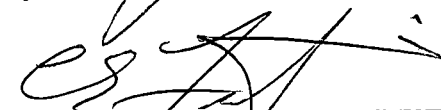
THEREFORE The Party of the First Part agrees to release the balance of the sum of \$20,000 that was vested by the Municipality on July 3, 1990 as a fund to be maintained as security against the expenditure at a future date by the Municipality for the maintenance, operation, improvement or extension to the water works and sewage disposal system at the Country Haven Retirement Home;

THEREFORE upon the execution of this agreement, 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 at the Country Haven Retirement Home .

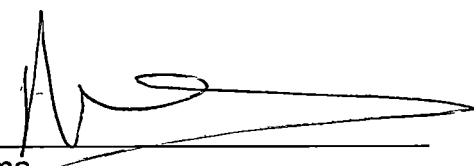
Dated at Cobden, ON this 4th day of February, 2015.

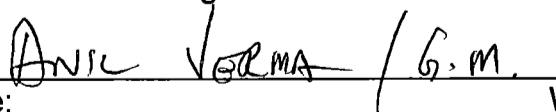
The Corporation of the Township of Whitewater Region

Per: 
Name: Hal Johnson
Title: Mayor

Per: 
Name: Christine FitzSimons We have the authority to bind
Title: Chief Administrative Officer/Clerk the Corporation

287 Dated at ~~Cobden~~, ON this _____ day of _____, 2015

Per: 
Name: Anil Verma
Title: General Manager

Per:  / G.M.
Name: _____ We have the authority to bind
Title: _____ the Corporation