

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 15-10-823

Being a By-Law to authorize the Mayor and CAO to execute an agreement to connect a non potable water line from the Township's water system in the Whitewater Industrial Park to Ryan's Maintenance Inc. (RMI) at 177 Cemetery Rd., Pembroke, ON.

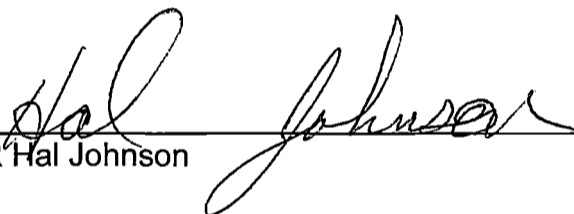
WHEREAS pursuant to Section 9 of the Municipal Act, 2001, S.O. 2001 as amended, a Council may enter into agreements;

AND FURTHER that the Municipal Council for the Township of Whitewater Region deem it necessary to enter into an agreement with Ryan's Maintenance Inc. (RMI).

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

1. The Mayor and the CAO are hereby authorized to execute this Agreement attached as Schedule "A"

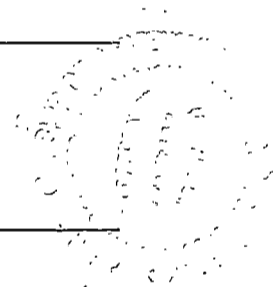
Passed this 21st day of October, 2015.



MAYOR Hal Johnson



CAO/CLERK Christine FitzSimons



Schedule "A" to By-Law 15-10-823

THIS AGREEMENT made this 21st day of October, 2015 BETWEEN

1778133 Ont. Inc. O/A Ryan's Maintenance Inc.
(Hereinafter referred to as "RMI")

and

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION
(Hereinafter referred to as "Township")

WHEREAS RMI operates in the Township's Industrial Park at 177 Cemetery Road, Pembroke, Ontario K8A 6W3.

AND WHEREAS RMI wishes to connect a water line from the Township's water system in the Industrial Park.

AND WHEREAS the Township is amenable to RMI connecting to the Township's water lines in the Industrial Park subject to various conditions.

NOW THEREFORE the parties hereto agree as follows:

1. RMI shall be entitled to connect a water line from the Township's water line to their business at 177 Cemetery Road, Pembroke, Ontario. The location shall be mutually agreed upon by both parties. The connection shall be made as per OPSS requirements. The service will consist of a 2" PE line complete with brass compression fittings, as per OPSS. The curb stop shall be located a minimum of 300mm from the property line within the municipal right of way.
2. RMI shall be responsible for all costs of maintaining the water line from the water main to their business, including the connection to the water main. Should any maintenance be required for any part of the water line which is located on the property of RMI or with respect to the connection to the Township's main line, RMI shall provide the Township with advance notice so that a Township representative may be present to supervise the work.
3. The parties acknowledge and agree that the hook up to the water main is not a potable water system. RMI agrees that any water used in conjunction with this Agreement shall be used as non potable water and agrees to post Notices within its business advising employees and members of the public that the water is non potable. RMI hereby agrees to indemnify the Township with respect to any causes of action relating to the use of water.
4. The Township shall not be liable for any damages caused by insufficient supply, interrupted supply or terminated supply of the non potable water for any reason, including the negligence on the part of the Township.
5. The Township shall be entitled to terminate the supply of water to RMI at any time, on seven (7) days notice, or in the case of emergency, without notice.
6. As of the execution of this Agreement the Township will not collect a fee for RMI's use of the non potable water. The parties acknowledge that a monthly fee may be considered in the future. Any Agreement with respect to the fee must be in writing and signed by the parties.

Dated at Cobden , Ontario this 21st day of October, 2015.

RYAN'S MAINTENANCE INCORPORATED

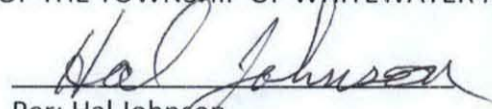


Per:

Position:

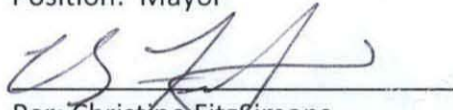
Dated at Cobden, Ontario this day of October, 2015.

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION



Per: Hal Johnson

Position: Mayor



Per: Christine FitzSimons

Position: CAO/Clerk