

THE CORPORATION OF THE TOWNSHIP OF WIDDIFIELD

BYLAW NO. 942

WHEREAS the Corporation of the TOWNSHIP of WIDDIFIELD desires to execute agreements with the Ontario Water Resources Commission for the provision of water supply facilities in accordance with the project described in Schedule "C" to this bylaw.

AND WHEREAS such agreements will not be executed until the necessary approvals of the Ontario Municipal Board have been obtained.

BE IT THEREFORE ENACTED by the Council of the Corporation of The TOWNSHIP of WIDDIFIELD as follows:

The REEVE and Clerk are hereby authorized and directed:

- a) to execute at this time the Agreement attached hereto as Schedule "A"; and
- b) to execute, subject only to the approval of the Ontario Municipal Board from time to time, Agreements substantially the same as the Agreement attached hereto as Schedule "B" for the stages into which the project described in Schedule "C" attached hereto is broken for the purpose of calling tenders.

READ A FIRST TIME on the 21st day of November, 1960.

READ A SECOND TIME on the 21st day of November, 1960.

John B. Bolton
.....
REEVE

Arthur G. Carmichael
.....
Clerk

READ A THIRD TIME on the 2nd day of October, 1961.

John B. Bolton
.....
REEVE

Arthur G. Carmichael
.....
Clerk



P. F. B. 7277-61

ONTARIO

THE ONTARIO MUNICIPAL BOARD

IN THE MATTER OF Section 64 of The Ontario Municipal Board Act, (R. S. O. 1960, c. 274),

Section 39 of The Ontario Water Resources Commission Act, (R. S. O. 1960, c. 281),

- a n d -

IN THE MATTER OF an application by the Ontario Water Resources Commission on behalf of the Corporation of the Township of Widdifield for approval of the entering by the said Corporation into an agreement with the said Commission for the construction by the said Commission of the watermains as described in Certificate 60-B-64 issued by the said Commission and dated the 15th day of February, 1960, at an estimated capital cost not exceeding \$232,000

B E F O R E:

J. A. KENNEDY, Q. C.,
Chairman

- and -

H. E. ROBERTS,
Member

TUESDAY, the 23rd

day of JANUARY, 1962

UPON the application of the Ontario Water Resources Commission on behalf of the Corporation of the Township of Widdifield, and upon reading the material filed,

THE BOARD ORDERS, under and in pursuance of the legislation hereinbefore referred to and of any and all other powers vested in the Board, that the said application be granted, and that the entering by the Corporation of the Township of Widdifield into a proposed agreement with the Ontario Water Resources Commission in the form filed with the Board on the 8th day of June, 1961, be and the same is hereby approved, and that for such purpose the Corporation may exercise all its powers and pass all requisite by-laws.

T. J. Vickers
SECRETARY

ENTERED	
O. B. No.	829
Folio No.	336
JAN 30 1962	
<i>T. J. Vickers</i>	
Secretary, Ontario Municipal Board	

File
A.C.

Form 38-B
Telephone Number
365-1912



Please Quote File Number
E. 7277-61

THE ONTARIO MUNICIPAL BOARD

145 Queen Street West
Toronto 1, Ontario

17th December 1962

Mr. W.S. MacDonnell,
Secretary,
Ontario Water Resources Commission,
801 Bay Street,
Toronto 5

Re: Township of Widdifield -
Additional expenditure of \$12,000
Excavation of additional 300 cubic
yards of rock, etc.

I am enclosing herewith duplicate original order pursuant to Section 64 of The Ontario Municipal Board Act, together with invoice covering the Board's fee therefor.

Yours truly,

VAVW
ENCL. 2

B. VICKERS
SECRETARY

cc: Mr. Arthur Carmichael,
Clerk,
Township of Widdifield,
Box 717, North Bay - with duplicate original order.



ONTARIO

E.7277-61

THE ONTARIO MUNICIPAL BOARD
IN THE MATTER OF:

Section 64 of The Ontario
Municipal Board Act, (R.S.O.
1960, c. 274), and

Section 39 of The Ontario
Water Resources Commission
Act, (R.S.O. 1960, c. 281),

- and -

IN THE MATTER OF an application by the Ontario Water Resources Commission on behalf of the Corporation of the Township of Middifield for approval of the entering by the said Corporation into an agreement with the said Commission for the construction by the said Commission of the watermains as described in Certificate 60-B-64 issued by the said Commission and dated the 15th day of February, 1960, at an estimated capital cost not exceeding \$232,000

B E F O R E :

J.A. KENNEDY, J.C.,
Chairman

- and -

H.E. ROBERTS,
Member

FRIDAY, the 7th day

of December, 1962

UPON the application of the said Ontario Water Resources Commission on behalf of the said Corporation of the Township of Middifield for approval of an additional expenditure of \$12,000 for the excavation of an additional 300 cubic yards of rock and the laying of an additional 3,500 cubic yards of granular backfill, in addition to the watermains approved by a previous order of the Board made herein on the 23rd day of January, 1962, at an estimated cost of \$232,000, and upon reading the material filed,

THE BOARD ORDERS, under and in pursuance of the legislation hereinbefore referred to and of any and all other powers vested in the Board, that the said application be and the same is hereby granted, and that the said Commission on behalf of

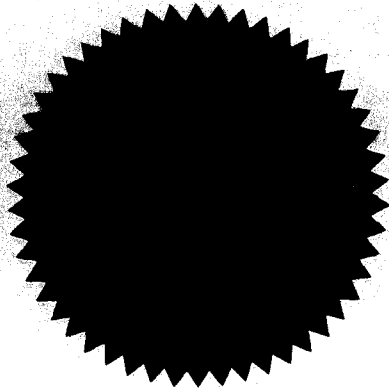


E.7277-61

THE ONTARIO MUNICIPAL BOARD

- 2 -

the Corporation of the Township of Widdifield may incur an additional expenditure of \$12,000 for the excavation of an additional 300 cubic yards of rock and the laying of an additional 3,500 cubic yards of granular backfill, in addition to the watermains described or referred to in a previous order of the Board made herein on the 23rd day of January, 1962, and for such purpose the Corporation of the Township of Widdifield may pass all requisite by-laws.



T. J. Kickers
SECRETARY

ENTERED	
O. B. No.	<i>835</i>
Folio No.	185
DEC 17 1962	
<i>T. J. Kickers</i>	
Secretary, Ontario Municipal Board	

SCHEDULE "A" TO BYLAW NO. 942 OF THE CORPORATION OF THE
TOWNSHIP OF WIDDIFIELD
AGREEMENT FOR THE PRELIMINARY WORK on a WATER WORKS PROJECT

B E T W E E N:

ONTARIO WATER RESOURCES COMMISSION
(hereinafter called "the Commission")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF WIDDIFIELD
(hereinafter called "the Municipality")

OF THE SECOND PART

WHEREAS the Ontario Municipal Board has given a tentative approval to the Municipality's entering into an agreement with the Commission for the provision of water supply facilities by the Commission for the Municipality and has authorized the Municipality to expend certain monies in connection with preliminary work thereon;

AND WHEREAS this Agreement is to provide for the performing of certain preliminary work and the payment of the costs thereof in the event that the venture should fail by the failure to obtain final approval of the Ontario Municipal Board; and for the execution of a project agreement if the said final approval should be obtained;

W I T N E S S E T H:

1. The Commission shall,
 - (a) retain Consulting Engineers for the preparation of working plans and specifications and call tenders; and
 - (b) carry out necessary incidental work in preparation for the project which may include surveying, acquisition of property, and test boring;all for the project described in Schedule "C" to Bylaw No. 942
2. The Municipality shall give such assistance as may be required in negotiation and acquisition of any necessary land and easements.
3. In the event the venture should fail as aforesaid the Municipality shall pay or reimburse the Commission all costs incurred by the Commission as a consequence of paragraph 1 up to and including the time of final receipt of tenders and the application for the approval of the Ontario Municipal Board.

4. As and when the final approvals of the Ontario Municipal Board are obtained from time to time for the stages into which the project described in Schedule "C" to Bylaw No. 942 may be broken for the purpose of calling tenders, the Municipality shall at such times execute Agreements with the Commission substantially the same as the Agreement attached hereto as Schedule "A" for such stages.

DATED THIS 9th day of October 1961

ONTARIO WATER RESOURCES COMMISSION

M. Simpson

 Chairman, Commission

A. E. Kerry

 General Manager

THE CORPORATION OF THE TOWNSHIP OF WIDDIFIELD

Robert Galton

 REEVE

Luther Lambeck

 Clerk

O.W.R.C.
 7/5
 DIRECTOR
 J. ...
 DEPT. OF CONSERV.
 SECRETARY

WATER WORKS PROJECT NO.

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF _____
ONE THOUSAND NINE HUNDRED AND _____

B E T W E E N : ONTARIO WATER RESOURCES COMMISSION
(HEREINAFTER CALLED "THE COMMISSION")
OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWNSHIP OF WIDDIFIELD
(HEREINAFTER CALLED "THE MUNICIPALITY")
OF THE SECOND PART

WHEREAS THE MUNICIPALITY HAS REQUESTED THE COMMISSION TO PROVIDE WATER SUPPLY FACILITIES FOR THE MUNICIPALITY AND ITS INHABITANTS;

AND WHEREAS THE COMMISSION HAS AGREED SO TO DO;

AND WHEREAS THE COUNCIL OF THE MUNICIPALITY HAS ON THE _____ DAY OF _____ 19 _____ PASSED BYLAW NO. _____ AUTHORIZING THE ENTERING INTO THIS AGREEMENT AND THE EXECUTION OF THIS AGREEMENT BY THE MUNICIPALITY.

THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE PREMISES AND THE COVENANTS, CONDITIONS AND PAYMENTS HEREINAFTER SET FORTH, THE PARTIES HERETO RESPECTIVELY AGREE UNDER SECTION 39 OF THE ONTARIO WATER RESOURCES COMMISSION ACT R.S.O. 1960, c. 281, AS FOLLOWS:

SECTION A - CONSTRUCTION (STRUCTURES AND ASSETS)

1. THE COMMISSION SHALL CONSTRUCT, ACQUIRE OR PROVIDE AT ITS OWN EXPENSE, A WATER WORKS PROJECT IN ACCORDANCE WITH THE SCHEDULE ATTACHED HERETO WHICH WATER WORKS PROJECT WILL BE IDENTIFIED AS PROJECT NO.
2. ALL PROPERTY ACQUIRED OR PROVIDED BY THE COMMISSION FOR THE PURPOSES OF THIS AGREEMENT SHALL BE AND REMAIN THE PROPERTY OF THE COMMISSION UNTIL OWNERSHIP THEREOF IS TRANSFERRED BY THE COMMISSION AS HEREINAFTER PROVIDED.

SECTION B - MAINTENANCE AND OPERATION

3. THE COMMISSION SHALL PROVIDE FOR THE MANAGEMENT AND CONTROL, OPERATION AND MAINTENANCE OF THE SAID WATER WORKS PROJECT, BUT THE COMMISSION SHALL HAVE THE RIGHT TO SHUT OFF OR REDUCE THE AMOUNT OF WATER SUPPLIED TO THE MUNICIPALITY IN CASES OF EMERGENCY OR BREAKDOWN OR WHEN IT MAY BE NECESSARY IN MAINTAINING OR EXTENDING THE SYSTEM, BUT THE COMMISSION SHALL ENDEAVOUR WHEREVER POSSIBLE TO GIVE TO THE MUNICIPALITY REASONABLE NOTICE OF INTENTION TO SHUT OFF OR REDUCE THE SUPPLY OF WATER.
4. THE MUNICIPALITY SHALL, IF AND AS REQUIRED BY THE COMMISSION, PASS BYLAWS FOR THE REGULATION AND CONTROL OF THE USE OF WATER AND THE CONSERVATION OF WATER WITHIN THE MUNICIPALITY.

5. THE MUNICIPALITY SHALL NOT PERMIT ANY PARTY NOT LOCATED WITHIN THE LIMITS OF THE MUNICIPALITY TO CONNECT TO OR OBTAIN WATER FROM THE SAID WATER WORKS PROJECT EXCEPT WITH THE APPROVAL OF THE COMMISSION.
6. THE MUNICIPALITY SHALL NOT PERMIT ANY CONNECTION TO THE MUNICIPALITY'S DISTRIBUTION SYSTEM DIRECTLY OR INDIRECTLY FROM OTHER SOURCES OF SUPPLY NOR SHALL THE MUNICIPALITY PERMIT CONTAMINATION TO GAIN ENTRANCE TO THE MUNICIPALITY'S WATER MAINS. IN THE EVENT THAT EITHER OF THESE CONTINGENCIES SHOULD OCCUR, THEN THE MUNICIPALITY SHALL IMMEDIATELY TAKE SUCH STEPS AS MAY BE NECESSARY TO TERMINATE SUCH CONNECTION OR CONTAMINATION.

SECTION C - CHARGES

7. THE MUNICIPALITY AGREES IN ACCORDANCE WITH SECTION 40 OF THE ONTARIO WATER RESOURCES COMMISSION ACT R.S.O. 1960, c. 281, TO PAY TO THE COMMISSION THE FOLLOWING SUMS:
 - (A) IN EACH CALENDAR YEAR DURING THE CURRENCY OF THIS AGREEMENT, COMMENCING WITH THE CALENDAR YEAR IN WHICH OCCURS THE DATE OF COMPLETION OF THE SAID WATER WORKS PROJECT,
 - (I) THE PROPORTION PAYABLE BY THE MUNICIPALITY, AS ADJUSTED BY THE COMMISSION OF THE TOTAL AMOUNT OF INTEREST AND EXPENSES OF DEBT SERVICE PAYABLE BY THE COMMISSION IN EACH SUCH YEAR IN RESPECT OF ALL BORROWINGS OF THE COMMISSION FROM TIME TO TIME OUTSTANDING AND HERETOFORE OR HEREAFTER MADE BY THE COMMISSION FOR THE PURPOSE OF MEETING THE COST OR ESTIMATED COST OF ALL WATER WORKS PROJECTS AND SEWAGE WORKS PROJECTS AT ANY TIME HERETOFORE OR HEREAFTER ACQUIRED, PROVIDED OR CONSTRUCTED OR IN COURSE OF ACQUISITION, PROVISION OR CONSTRUCTION BY THE COMMISSION PURSUANT TO ANY AGREEMENT OR AGREEMENTS, OR FOR ANY OTHER PURPOSE OF THE COMMISSION RESPECTING SUCH PROJECTS INCLUDING THE REFUNDING OR REPAYMENT IN WHOLE OR IN PART OF ANY SUCH BORROWINGS;
 - (II) THE TOTAL COST TO THE COMMISSION IN EACH SUCH YEAR OF THE OPERATION, SUPERVISION, MAINTENANCE, REPAIR, ADMINISTRATION AND INSURANCE OF THE SAID WATER WORKS PROJECT; AND
 - (III) THE TOTAL AMOUNT IN EACH SUCH YEAR PLACED BY THE COMMISSION TO THE CREDIT OF A RESERVE ACCOUNT FOR RENEWALS, REPLACEMENTS AND CONTINGENCIES IN RESPECT OF THE SAID WATER WORKS PROJECT; BUT NOT EXCEEDING $\frac{1}{2}\%$ IN ANY ONE YEAR OF THE COST OF THE SAID WATER WORKS PROJECT.
 - (B) IN EACH CALENDAR YEAR FOR --THIRTY-----YEARS COMMENCING WITH THE CALENDAR YEAR IN WHICH OCCURS THE DATE OF COMPLETION OF SAID WATER WORKS PROJECT, SUCH SUM AS WOULD BE NECESSARY WITH INTEREST COMPOUNDED ANNUALLY THEREON AT THE RATE PER ANNUM SPECIFIED IN PARAGRAPH 2 OF SUBSECTION 1 OF SECTION 40 OF THE ONTARIO WATER RESOURCES COMMISSION ACT R.S.O. 1960, c. 281, TO FORM AT THE EXPIRY OF ---THIRTY----YEARS A FUND EQUAL TO THE COST OF SAID WATER WORKS PROJECT.
 - (C) THE COMMISSION SHALL NOT CALL ON THE MUNICIPALITY TO PAY ANY SHARE OF THE DEBT DUE THE COMMISSION BY ANY OTHER MUNICIPALITY WHICH HAS ALREADY BEEN APPORTIONED AND ALLOCATED TO SUCH OTHER MUNICIPALITY AND THE PAYMENT OF WHICH IS IN ARREAR.
8. (A) THE MUNICIPALITY SHALL PAY THE COMMISSION QUARTERLY AND NOT LATER THAN THE 15TH DAYS OF MARCH, JUNE, SEPTEMBER AND DECEMBER IN EACH YEAR THE SUMS DUE BY THE MUNICIPALITY, ALL IN ACCORDANCE WITH SECTION 42 OF THE ONTARIO WATER RESOURCES COMMISSION ACT R.S.O. 1960, c. 281.

8. (B) IN EACH CALENDAR YEAR, THE COMMISSION SHALL DELIVER TO THE MUNICIPALITY A STATEMENT SHOWING HOW THE CHARGES, ADJUSTMENTS AND ALLOCATIONS ARE MADE UP.

SECTION D - GENERAL

9. (A) THIS AGREEMENT SHALL REMAIN IN FORCE FOR---THIRTY--- CALENDAR YEARS FOLLOWING THE DATE OF COMPLETION OF THE SAID WATER WORKS PROJECT AND SHALL CONTINUE IN FORCE THEREAFTER UNTIL ALL OBLIGATIONS OF THE MUNICIPALITY TO THE COMMISSION HAVE BEEN DISCHARGED TO THE SATISFACTION OF THE COMMISSION, AS EVIDENCED BY A CERTIFICATE UNDER THE SEAL OF THE COMMISSION. THEREAFTER, THE ASSETS OF THE COMMISSION ACQUIRED OR PROVIDED SOLELY FOR THE SAID WATER WORKS PROJECT SHALL, AT THE OPTION OF EITHER PARTY TO THIS AGREEMENT, BE TRANSFERRED TO THE MUNICIPALITY.
- (B) WHERE, HOWEVER, THE PROJECT SERVES MUNICIPALITIES OR PERSONS OTHER THAN THE MUNICIPALITY PARTY TO THIS AGREEMENT, NEITHER SHALL THIS AGREEMENT TERMINATE NOR SHALL THE OWNERSHIP OF THE SAID ASSETS BE TRANSFERRED UNLESS AND UNTIL IT IS SHOWN TO THE SATISFACTION OF THE COMMISSION THAT, IN ADDITION,
- (I) ALL THE OBLIGATIONS TO THE COMMISSION OF SUCH OTHER PARTICIPANTS HAVE BEEN DISCHARGED,
- (II) THE MUNICIPALITY PARTY TO THIS AGREEMENT HAS RELIEVED AND WILL INDEMNIFY THE COMMISSION FROM ANY OBLIGATIONS WHICH THE COMMISSION MAY HAVE ARISING IN ANY WAY OUT OF THE PARTICIPATION IN THE PROJECT BY SUCH OTHER PARTICIPANTS; AND
- (III) THE MUNICIPALITY PARTY TO THIS AGREEMENT HAS AGREED WITH EACH OF SUCH OTHER PARTICIPANTS AS TO THE TERMS AND CONDITIONS UNDER WHICH THE MUNICIPALITY PARTY TO THIS AGREEMENT WILL TAKE OVER THE ASSETS AS AFORESAID.
10. (A) THE COMMISSION MAY, BUT ONLY AFTER PRIOR CONSULTATION WITH THE MUNICIPALITY PARTY TO THIS AGREEMENT, PERMIT ANY OTHER MUNICIPALITY, PERSON OR PERSONS TO CONNECT DIRECTLY OR INDIRECTLY TO ITS WATER WORKS PROJECT ON SUCH EQUITABLE TERMS AND CONDITIONS AS THE COMMISSION MAY THINK FIT, AND IT SHALL NOT BE HELD THAT THE WATER WORKS PROJECT CONTEMPLATED UNDER THIS AGREEMENT IS EXCLUSIVELY FOR THE PURPOSES OF THE MUNICIPALITY PARTY TO THIS AGREEMENT. AND FOR SUCH PURPOSE THE COMMISSION SHALL HAVE POWER TO EXTEND, ALTER OR ENLARGE THE WATER WORKS PROJECT AS IT DEEMS NECESSARY PROVIDED THAT NO ADDITIONAL CAPITAL COSTS THEREFOR SHALL BE CHARGED HEREUNDER TO THE MUNICIPALITY PARTY TO THIS AGREEMENT.
- (B) IN THE EVENT THAT THE COMMISSION SHALL PERMIT ANY OTHER MUNICIPALITY, PERSON OR PERSONS TO CONNECT AS AFORESAID, THE COMMISSION IN READJUSTING THE PROPORTION PAYABLE BY THE MUNICIPALITY PARTY TO THIS AGREEMENT SHALL HAVE REGARD, INTER ALIA, TO THE AMOUNT OF CAPITAL COSTS OF THE WATER WORKS PROJECT ALREADY PAID OFF, TO THE AGE OF THE PROJECT AND TO THE NEEDS OF THE PARTY OR PARTIES SO PERMITTED TO CONNECT, SUBJECT TO THE RIGHT OF THE MUNICIPALITY TO ARBITRATE THE SAME UNDER SECTION 40 (3) OF THE ONTARIO WATER RESOURCES COMMISSION ACT R.S.O. 1960, c. 281.
11. THE APPROPRIATE SHARE OF EARNINGS ON THE ONTARIO WATER RESOURCES COMMISSION RESERVE ACCOUNT AND ON THE INVESTMENT THEREOF SHALL BE ALLOCATED AND CREDITED TO THE RESERVE ACCOUNT REFERRED TO IN CLAUSE 7, IN ACCORDANCE WITH SECTION 43 (3) OF THE ONTARIO WATER RESOURCES COMMISSION ACT R.S.O. 1960, c. 281.

12.

ANYTHING HEREIN CONTAINED TO THE CONTRARY NOTWITHSTANDING, EACH AND EVERY OF THE PROVISIONS OF THE ONTARIO WATER RESOURCES COMMISSION ACT R.S.O. 1960, c. 281, ANY SUBSTITUTIONS THEREFOR OR AMENDMENTS THERETO, AND REGULATIONS THEREUNDER SHALL BE TERMS OF THE WITHIN AGREEMENT, AND THIS AGREEMENT SHALL BE READ AND CONSTRUED AS IF SUCH PROVISIONS HAD BEEN WRITTEN HEREIN, AND IN THE EVENT OF ANY CONFLICT, AMBIGUITY OR INCONSISTENCY BETWEEN ANY PROVISION OF THIS AGREEMENT AND ANY PROVISION OF THE SAID ACT OR REGULATIONS, THE ACT OR REGULATIONS SHALL PREVAIL.

IN WITNESS WHEREOF THE COMMISSION AND THE MUNICIPALITY HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THE AFFIXING OF THEIR CORPORATE SEALS ATTESTED BY THE SIGNATURES OF THEIR PROPER OFFICERS DULY AUTHORIZED IN THAT BEHALF.

ONTARIO WATER RESOURCES COMMISSION

[Handwritten Signature]
.....
CHAIRMAN

.....
GENERAL MANAGER

THE CORPORATION OF THE TOWNSHIP OF WIDDIFIELD

.....
REEVE

.....
CLERK

SCHEDULE "C" TO BY-LAW NO. 942 OF THE CORPORATION OF THE TOWNSHIP OF WIDDIFIELD

SCHEDULE TO THE AGREEMENT

ONTARIO WATER RESOURCES COMMISSION

TOWNSHIP OF WIDDIFIELD

DESCRIPTION OF PROJECT

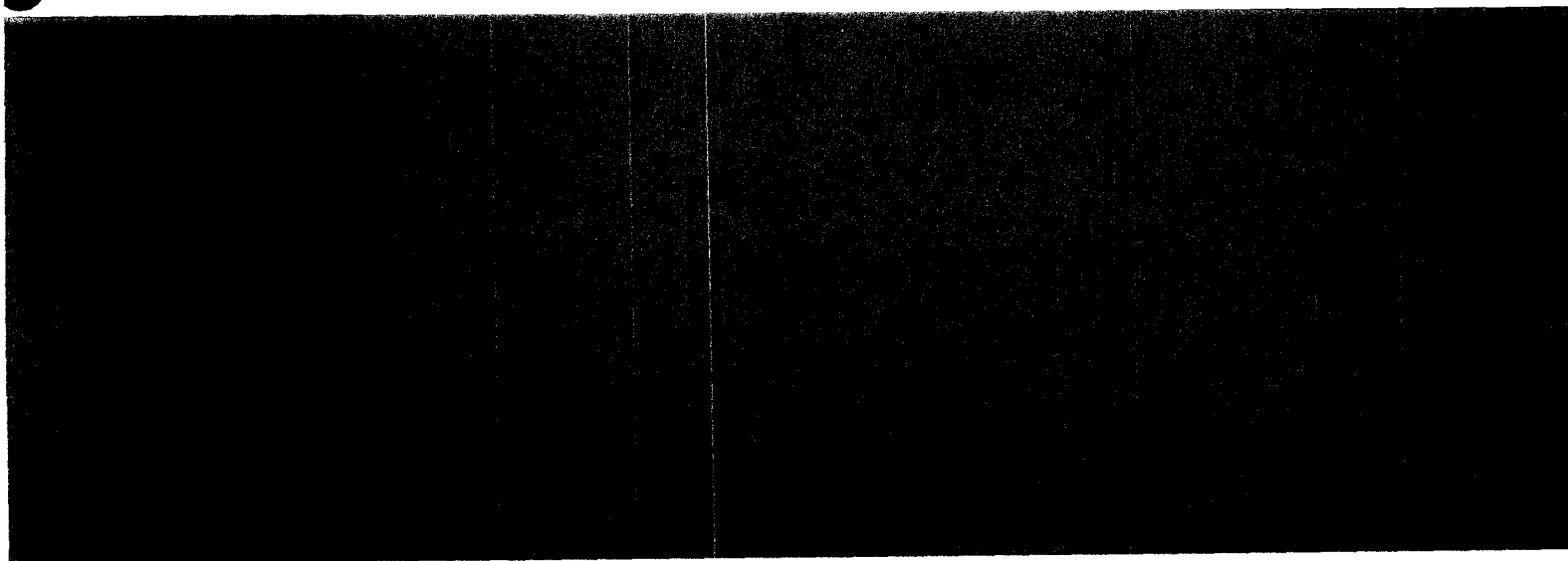
Consulting Engineers: Northland Engineering

DETAILS

Water Mains to be constructed as follows:

<u>ON</u>	<u>FROM</u>	<u>TO</u>
Ski Club Road	Lot 16, Concession "C"	Lot 17, Concession "B"
Ski Club Road and McKeown Avenue	Lot 17, Concession "B"	Chippawa Street
McKeown Avenue	Chippawa Street	Larocque Street
Lot 16, Concession "C"	Ski Club Road	Reservoir

Total Estimated Cost including Engineering & Contingencies \$253,150.00



WATER WORKS PROJECT NO. 61-W-88

THIS AGREEMENT MADE IN TRIPLICATE THIS 22nd DAY OF February

ONE THOUSAND NINE HUNDRED AND Sixty-two

B E T W E E N : ONTARIO WATER RESOURCES COMMISSION
(HEREINAFTER CALLED "THE COMMISSION")
OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWNSHIP OF WIDDIFIELD
(HEREINAFTER CALLED "THE MUNICIPALITY")

OF THE SECOND PART

WHEREAS THE MUNICIPALITY HAS REQUESTED THE COMMISSION TO PROVIDE WATER SUPPLY FACILITIES FOR THE MUNICIPALITY AND ITS INHABITANTS;

AND WHEREAS THE COMMISSION HAS AGREED SO TO DO;

AND WHEREAS THE COUNCIL OF THE MUNICIPALITY HAS ON THE 2ND DAY OF OCTOBER 1961 PASSED BYLAW No. 942 AUTHORIZING THE ENTERING INTO THIS AGREEMENT AND THE EXECUTION OF THIS AGREEMENT BY THE MUNICIPALITY.

THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE PREMISES AND THE COVENANTS, CONDITIONS AND PAYMENTS HEREINAFTER SET FORTH, THE PARTIES HERETO RESPECTIVELY AGREE UNDER SECTION 39 OF THE ONTARIO WATER RESOURCES COMMISSION ACT R.S.O. 1960, c. 281, AS FOLLOWS:

SECTION A - CONSTRUCTION (STRUCTURES AND ASSETS)

1. THE COMMISSION SHALL CONSTRUCT, ACQUIRE OR PROVIDE AT ITS OWN EXPENSE, A WATER WORKS PROJECT IN ACCORDANCE WITH THE SCHEDULE ATTACHED HERETO WHICH WATER WORKS PROJECT WILL BE IDENTIFIED AS PROJECT No. 61-W-88.
2. ALL PROPERTY ACQUIRED OR PROVIDED BY THE COMMISSION FOR THE PURPOSES OF THIS AGREEMENT SHALL BE AND REMAIN THE PROPERTY OF THE COMMISSION UNTIL OWNERSHIP THEREOF IS TRANSFERRED BY THE COMMISSION AS HEREINAFTER PROVIDED.

SECTION B - MAINTENANCE AND OPERATION

3. THE COMMISSION SHALL PROVIDE FOR THE MANAGEMENT AND CONTROL, OPERATION AND MAINTENANCE OF THE SAID WATER WORKS PROJECT, BUT THE COMMISSION SHALL HAVE THE RIGHT TO SHUT OFF OR REDUCE THE AMOUNT OF WATER SUPPLIED TO THE MUNICIPALITY IN CASES OF EMERGENCY OR BREAKDOWN OR WHEN IT MAY BE NECESSARY IN MAINTAINING OR EXTENDING THE SYSTEM, BUT THE COMMISSION SHALL ENDEAVOUR WHEREVER POSSIBLE TO GIVE TO THE MUNICIPALITY REASONABLE NOTICE OF INTENTION TO SHUT OFF OR REDUCE THE SUPPLY OF WATER.
4. THE MUNICIPALITY SHALL, IF AND AS REQUIRED BY THE COMMISSION, PASS BYLAWS FOR THE REGULATION AND CONTROL OF THE USE OF WATER AND THE CONSERVATION OF WATER WITHIN THE MUNICIPALITY.

5. THE MUNICIPALITY SHALL NOT PERMIT ANY PARTY NOT LOCATED WITHIN THE LIMITS OF THE MUNICIPALITY TO CONNECT TO OR OBTAIN WATER FROM THE SAID WATER WORKS PROJECT EXCEPT WITH THE APPROVAL OF THE COMMISSION.
6. THE MUNICIPALITY SHALL NOT PERMIT ANY CONNECTION TO THE MUNICIPALITY'S DISTRIBUTION SYSTEM DIRECTLY OR INDIRECTLY FROM OTHER SOURCES OF SUPPLY NOR SHALL THE MUNICIPALITY PERMIT CONTAMINATION TO GAIN ENTRANCE TO THE MUNICIPALITY'S WATER MAINS. IN THE EVENT THAT EITHER OF THESE CONTINGENCIES SHOULD OCCUR, THEN THE MUNICIPALITY SHALL IMMEDIATELY TAKE SUCH STEPS AS MAY BE NECESSARY TO TERMINATE SUCH CONNECTION OR CONTAMINATION.

SECTION C - CHARGES

7. THE MUNICIPALITY AGREES IN ACCORDANCE WITH SECTION 40 OF THE ONTARIO WATER RESOURCES COMMISSION ACT R.S.O. 1960, c. 281, TO PAY TO THE COMMISSION THE FOLLOWING SUMS:
- (A) IN EACH CALENDAR YEAR DURING THE CURRENCY OF THIS AGREEMENT, COMMENCING WITH THE CALENDAR YEAR IN WHICH OCCURS THE DATE OF COMPLETION OF THE SAID WATER WORKS PROJECT,
- (I) THE PROPORTION PAYABLE BY THE MUNICIPALITY, AS ADJUSTED BY THE COMMISSION OF THE TOTAL AMOUNT OF INTEREST AND EXPENSES OF DEBT SERVICE PAYABLE BY THE COMMISSION IN EACH SUCH YEAR IN RESPECT OF ALL BORROWINGS OF THE COMMISSION FROM TIME TO TIME OUTSTANDING AND HERETOFORE OR HEREAFTER MADE BY THE COMMISSION FOR THE PURPOSE OF MEETING THE COST OR ESTIMATED COST OF ALL WATER WORKS PROJECTS AND SEWAGE WORKS PROJECTS AT ANY TIME HERETOFORE OR HEREAFTER ACQUIRED, PROVIDED OR CONSTRUCTED OR IN COURSE OF ACQUISITION, PROVISION OR CONSTRUCTION BY THE COMMISSION PURSUANT TO ANY AGREEMENT OR AGREEMENTS, OR FOR ANY OTHER PURPOSE OF THE COMMISSION RESPECTING SUCH PROJECTS INCLUDING THE REFUNDING OR REPAYMENT IN WHOLE OR IN PART OF ANY SUCH BORROWINGS;
- (II) THE TOTAL COST TO THE COMMISSION IN EACH SUCH YEAR OF THE OPERATION, SUPERVISION, MAINTENANCE, REPAIR, ADMINISTRATION AND INSURANCE OF THE SAID WATER WORKS PROJECT; AND
- (III) THE TOTAL AMOUNT IN EACH SUCH YEAR PLACED BY THE COMMISSION TO THE CREDIT OF A RESERVE ACCOUNT FOR RENEWALS, REPLACEMENTS AND CONTINGENCIES IN RESPECT OF THE SAID WATER WORKS PROJECT; BUT NOT EXCEEDING $\frac{1}{2}\%$ IN ANY ONE YEAR OF THE COST OF THE SAID WATER WORKS PROJECT.
- (B) IN EACH CALENDAR YEAR FOR ~~THIRTY~~ YEARS COMMENCING WITH THE CALENDAR YEAR IN WHICH OCCURS THE DATE OF COMPLETION OF SAID WATER WORKS PROJECT, SUCH SUM AS WOULD BE NECESSARY WITH INTEREST COMPOUNDED ANNUALLY THEREON AT THE RATE PER ANNUM SPECIFIED IN PARAGRAPH 2 OF SUBSECTION 1 OF SECTION 40 OF THE ONTARIO WATER RESOURCES COMMISSION ACT R.S.O. 1960, c. 281, TO FORM AT THE EXPIRY OF ~~THIRTY~~ YEARS A FUND EQUAL TO THE COST OF SAID WATER WORKS PROJECT.
- (C) THE COMMISSION SHALL NOT CALL ON THE MUNICIPALITY TO PAY ANY SHARE OF THE DEBT DUE THE COMMISSION BY ANY OTHER MUNICIPALITY WHICH HAS ALREADY BEEN APPORTIONED AND ALLOCATED TO SUCH OTHER MUNICIPALITY AND THE PAYMENT OF WHICH IS IN ARREAR.
8. (A) THE MUNICIPALITY SHALL PAY THE COMMISSION QUARTERLY AND NOT LATER THAN THE 15TH DAYS OF MARCH, JUNE, SEPTEMBER AND DECEMBER IN EACH YEAR THE SUMS DUE BY THE MUNICIPALITY, ALL IN ACCORDANCE WITH SECTION 42 OF THE ONTARIO WATER RESOURCES COMMISSION ACT R.S.O. 1960, c. 281.

8. (B) IN EACH CALENDAR YEAR, THE COMMISSION SHALL DELIVER TO THE MUNICIPALITY A STATEMENT SHOWING HOW THE CHARGES, ADJUSTMENTS AND ALLOCATIONS ARE MADE UP.

SECTION D - GENERAL

9. (A) THIS AGREEMENT SHALL REMAIN IN FORCE FOR ~~THIRTY~~ CALENDAR YEARS FOLLOWING THE DATE OF COMPLETION OF THE SAID WATER WORKS PROJECT AND SHALL CONTINUE IN FORCE THEREAFTER UNTIL ALL OBLIGATIONS OF THE MUNICIPALITY TO THE COMMISSION HAVE BEEN DISCHARGED TO THE SATISFACTION OF THE COMMISSION, AS EVIDENCED BY A CERTIFICATE UNDER THE SEAL OF THE COMMISSION. THEREAFTER, THE ASSETS OF THE COMMISSION ACQUIRED OR PROVIDED SOLELY FOR THE SAID WATER WORKS PROJECT SHALL, AT THE OPTION OF EITHER PARTY TO THIS AGREEMENT, BE TRANSFERRED TO THE MUNICIPALITY.
- (B) WHERE, HOWEVER, THE PROJECT SERVES MUNICIPALITIES OR PERSONS OTHER THAN THE MUNICIPALITY PARTY TO THIS AGREEMENT, NEITHER SHALL THIS AGREEMENT TERMINATE NOR SHALL THE OWNERSHIP OF THE SAID ASSETS BE TRANSFERRED UNLESS AND UNTIL IT IS SHOWN TO THE SATISFACTION OF THE COMMISSION THAT, IN ADDITION,
- (I) ALL THE OBLIGATIONS TO THE COMMISSION OF SUCH OTHER PARTICIPANTS HAVE BEEN DISCHARGED,
- (II) THE MUNICIPALITY PARTY TO THIS AGREEMENT HAS RELIEVED AND WILL INDEMNIFY THE COMMISSION FROM ANY OBLIGATIONS WHICH THE COMMISSION MAY HAVE ARISING IN ANY WAY OUT OF THE PARTICIPATION IN THE PROJECT BY SUCH OTHER PARTICIPANTS; AND
- (III) THE MUNICIPALITY PARTY TO THIS AGREEMENT HAS AGREED WITH EACH OF SUCH OTHER PARTICIPANTS AS TO THE TERMS AND CONDITIONS UNDER WHICH THE MUNICIPALITY PARTY TO THIS AGREEMENT WILL TAKE OVER THE ASSETS AS AFORESAID.
10. (A) THE COMMISSION MAY, BUT ONLY AFTER PRIOR CONSULTATION WITH THE MUNICIPALITY PARTY TO THIS AGREEMENT, PERMIT ANY OTHER MUNICIPALITY, PERSON OR PERSONS TO CONNECT DIRECTLY OR INDIRECTLY TO ITS WATER WORKS PROJECT ON SUCH EQUITABLE TERMS AND CONDITIONS AS THE COMMISSION MAY THINK FIT, AND IT SHALL NOT BE HELD THAT THE WATER WORKS PROJECT CONTEMPLATED UNDER THIS AGREEMENT IS EXCLUSIVELY FOR THE PURPOSES OF THE MUNICIPALITY PARTY TO THIS AGREEMENT. AND FOR SUCH PURPOSE THE COMMISSION SHALL HAVE POWER TO EXTEND, ALTER OR ENLARGE THE WATER WORKS PROJECT AS IT DEEMS NECESSARY PROVIDED THAT NO ADDITIONAL CAPITAL COSTS THEREFOR SHALL BE CHARGED HEREUNDER TO THE MUNICIPALITY PARTY TO THIS AGREEMENT.
- (B) IN THE EVENT THAT THE COMMISSION SHALL PERMIT ANY OTHER MUNICIPALITY, PERSON OR PERSONS TO CONNECT AS AFORESAID, THE COMMISSION IN READJUSTING THE PROPORTION PAYABLE BY THE MUNICIPALITY PARTY TO THIS AGREEMENT SHALL HAVE REGARD, INTER ALIA, TO THE AMOUNT OF CAPITAL COSTS OF THE WATER WORKS PROJECT ALREADY PAID OFF, TO THE AGE OF THE PROJECT AND TO THE NEEDS OF THE PARTY OR PARTIES SO PERMITTED TO CONNECT, SUBJECT TO THE RIGHT OF THE MUNICIPALITY TO ARBITRATE THE SAME UNDER SECTION 40 (3) OF THE ONTARIO WATER RESOURCES COMMISSION ACT R.S.O. 1960, c. 281.
11. THE APPROPRIATE SHARE OF EARNINGS ON THE ONTARIO WATER RESOURCES COMMISSION RESERVE ACCOUNT AND ON THE INVESTMENT THEREOF SHALL BE ALLOCATED AND CREDITED TO THE RESERVE ACCOUNT REFERRED TO IN CLAUSE 7, IN ACCORDANCE WITH SECTION 43 (3) OF THE ONTARIO WATER RESOURCES COMMISSION ACT R.S.O. 1960, c. 281.

12.

ANYTHING HEREIN CONTAINED TO THE CONTRARY NOTWITHSTANDING, EACH AND EVERY OF THE PROVISIONS OF THE ONTARIO WATER RESOURCES COMMISSION ACT R.S.O. 1960, c. 281, ANY SUBSTITUTIONS THEREFOR OR AMENDMENTS THERETO, AND REGULATIONS THEREUNDER SHALL BE TERMS OF THE WITHIN AGREEMENT, AND THIS AGREEMENT SHALL BE READ AND CONSTRUED AS IF SUCH PROVISIONS HAD BEEN WRITTEN HEREIN, AND IN THE EVENT OF ANY CONFLICT, AMBIGUITY OR INCONSISTENCY BETWEEN ANY PROVISION OF THIS AGREEMENT AND ANY PROVISION OF THE SAID ACT OR REGULATIONS, THE ACT OR REGULATIONS SHALL PREVAIL.

IN WITNESS WHEREOF THE COMMISSION AND THE MUNICIPALITY HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THE AFFIXING OF THEIR CORPORATE SEALS ATTESTED BY THE SIGNATURES OF THEIR PROPER OFFICERS DULY AUTHORIZED IN THAT BEHALF.

ONTARIO WATER RESOURCES COMMISSION

A. M. Hyder
.....

CHAIRMAN

A. E. Berry
.....

GENERAL MANAGER

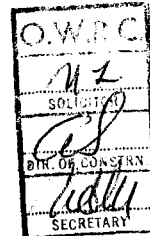
THE CORPORATION OF THE TOWNSHIP OF WIDDIFIELD

John W. Bolton
.....

REEVE

Arthur Carmichael
.....

CLERK



SCHEDULE TO THE AGREEMENT BETWEEN

THE ONTARIO WATER RESOURCES COMMISSION

AND THE

CORPORATION OF THE TOWNSHIP OF WIDDIFIELD

CONSULTING ENGINEERS: NORTHLAND ENGINEERING

DETAILS

WATER WORKS

PROJECT NO. 61-W-88

CONSTRUCTION OF THE WORKS DESCRIBED IN OWRC

CERTIFICATE OF APPROVAL #60-B-64

CONTRACT	\$ 201,588
LAND & FEES	1,000
ENGINEERING & SUPERVISION	20,000
MISC. INCLUDING INTEREST	<u>9,412</u>
	<u>\$ 232,000</u>

SCHEDULE "C" TO BY-LAW NO.

OF THE CORPORATION OF THE TOWNSHIP OF
WIDDIFIELD

SCHEDULE TO THE AGREEMENT

ONTARIO WATER RESOURCES COMMISSION

TOWNSHIP OF WIDDIFIELD

DESCRIPTION OF PROJECT

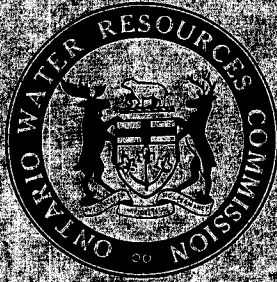
Consulting Engineers: Northland Engineering

DETAILS

Water Mains to be constructed as follows:

<u>ON</u>	<u>FROM</u>	<u>TO</u>
Ski Club Road	Lot 16, Concession "C"	Lot 17, Concession "B"
Ski Club Road and McKeown Avenue	Lot 17, Concession "B"	Chippawa Street
McKeown Avenue	Chippawa Street	Larocque Street
Lot 16, Concession "C"	Ski Club Road	Reservoir

Total Estimated Cost including Engineering & Contingencies \$253,150.00



ESTIMATED ANNUAL OPERATING CHARGES
TOWNSHIPS OF WINDFLEET

ESTIMATED ANNUAL COST OF OPERATING WATER WORKS \$521,172

	1978	1979
Operating charges (present estimate 1-78 P.A.C.)	\$13,923	\$13,923
Depreciation	9,113	9,113
Repairs, replacements etc.	1,000	1,000
ESTIMATED ANNUAL OPERATING CHARGES	\$24,036	\$24,036

RE: APPLICATION TO THE ONTARIO WATER RESOURCES COMMISSION FOR THE PROVISION OF
SEWAGE DISPOSAL AND/OR WATER SUPPLY FACILITIES FOR THE
TOWNSHIP OF WIDDIFIELD

	DEBENTURES SOLD SINCE JANUARY 1 OF THIS YEAR ☉	WORK AUTHORIZED BY THE OMB BUT DEBS. NOT YET SOLD ☉	OTHER CAPITAL EXPENDITURES ☉ INTENDED THROUGH THE NEXT 3 YEARS
	\$	\$	\$
PUBLIC SCHOOLS	143,000.	Nil	250,000.
HIGH SCHOOLS	Nil	Nil	Nil
SEWAGE WORKS	283,000.	100,753.	150,000.
DRAINAGE			
WATER WORKS including this application	Nil	Nil	400,000.
ELECTRIC LIGHT & POWER			
OTHERS (SPECIFY)			
... Fire Truck	27,851.	Nil	Nil
Garbage Disposal	Nil	Nil	50,000.
.....			
.....			
.....			
.....			
T O T A L			

OTHER FACTORS

WHOLE MUNICIPALITY *AREA TO BE SERVED

LATEST TAXABLE ASSESSMENT ..	9,320,446.	
% INDUSTRIAL & COMMERCIAL ..	34.4	
POPULATION	9,246.	

DATE OF LAST COMPLETE RE-ASSESSMENT: 1953

DO YOU CONSIDER THE LATEST ASSESSMENT TO BE REALISTIC? Yes
(OR IS RE-ASSESSMENT NOW REQUIRED?)

DATE: NOVEMBER 25TH, 1960.

Arthur G. ...
.....
CLERK

* WHERE APPLICABLE

☉ ESTIMATES OF ANY DEBTS TO BE ASSUMED FROM OTHER BODIES SHOULD BE INCLUDED