

WATER WORKS PROJECT NO. 61-W-88 (W2)

THIS AGREEMENT MADE IN TRIPLICATE THIS 21st DAY OF December,
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 21st DAY OF NOVEMBER 19 62 PASSED BYLAW No. 1047 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 (W2).
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 $1\frac{1}{2}\%$ 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

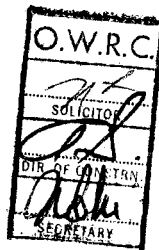
A. M. ...
CHAIRMAN

A. E. Perry
GENERAL MANAGER

THE CORPORATION OF THE TOWNSHIP OF WIDDIFIELD

John ...
REEVE

Luther ...
CLERK





ONTARIO WATER RESOURCES COMMISSION

WATER WORKS APPROVAL

WhereasTHE MUNICIPAL CORPORATION.....

ofTOWNSHIP OF WIDDIFIELD

has submitted to the Ontario Water Resources Commission plans, specifications and an engineer's report of the proposed works hereinafter referred to, together with such information as the Commission has required and has applied for approval of:-

a water main to be constructed as follows:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Strathcona Street	Aberdeen Avenue	Dane Avenue

including service connections from the distribution main to the property line, at a total estimated cost of FIVE THOUSAND FIVE HUNDRED AND FORTY-TWO DOLLARS (\$5,542.00),

Now Therefore this is to certify that the Commission after due enquiry has approved the said proposed works under Section 30 of The Ontario Water Resources Commission Act, 1957.

DATED AT TORONTO this5th..... day ofSeptember..... 19 62.

A. M. Snider.
.....
Chairman

A. E. Berry.
.....
General Manager

SCHEDULE TO AGREEMENT BETWEEN

ONTARIO WATER RESOURCES COMMISSION

AND THE

CORPORATION OF THE TOWNSHIP OF WIDDIFIELD

CONSULTING ENGINEERS: NORTHLAND ENGINEERING

DETAILS

PROJECT #61-^{en}W-88

STAGE 2

CONSTRUCTION OF THE WORKS DESCRIBED IN OWRC CERTIFICATE OF
FINAL APPROVAL # 62-B-498,

TOTAL ESTIMATED COST INCLUDING ENGINEERING & CONTINGENCIES \$6,000

BY-LAW NUMBER 1047 OF THE CORPORATION OF THE TOWNSHIP OF WIDDIFIELD

WHEREAS it is desirable that the Corporation of the Township of Widdifield enter into an agreement with The Ontario Water Resources Commission with respect to the construction and operation of Project No. 61-W-88 which was described in a preliminary way in Schedule "C" to By-Law No. 942.

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 to execute an agreement with the Ontario Water Resources Commission in the form attached hereto as Schedule "A".

READ a first time on the 21st day of November, 1962.

READ a second time on the 21st day of November, 1962.

READ a third time and finally passed on the 21st day of November, 1962.

John B. Ballen
.....
REEVE

Arthur Carmichael
.....
CLERK