

The Corporation of the Township of Huron-Kinloss



BY-LAW

2015-24

Being a by-law to authorize the signing of an agreement with the owners of
3 Pine Street for the purpose of establishing payment terms for a water
works rate

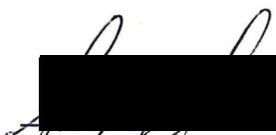
WHEREAS The Council for the Corporation of the Township of Huron-Kinloss passed By-Law 2014-116 in December 15, 2014 to impose a water works rate on the owners of land who may or will derive a benefit from the construction of water works; and

WHEREAS The Council for the Corporation of the Township of Huron-Kinloss deems it expedient to enter an agreement with the owners of 3 Pine Street to establish payment terms of said water works rate

NOW THEREFORE the Council of The Corporation of the Township of Huron-Kinloss enacts as follows:

- 1.0 That The Corporation of the Township of Huron-Kinloss enter into an agreement with Eileen Duignan, Lorraine Harkness and Barbara Townsend, owners of 3 Pine Street, which is attached as Schedule "A" and forms part of this by-law.
- 2.0 The execution by the Deputy Mayor and Deputy Clerk of said agreement dated March 16, 2015 between the Corporation of the Township of Huron-Kinloss and Eileen Duignan, Lorraine Harkness and Barbara Townsend is hereby authorized, ratified and confirmed.
- 3.0 This by-law shall come into full force and effect upon final passage.
- 4.0 This by-law may be cited as the "3 Pine Street Water Works Agreement By-Law".

Read, Enacted, Signed and Sealed this 16th day of March, 2015.

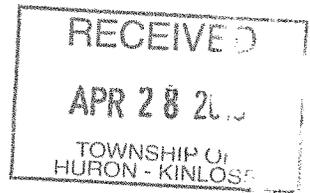



Deputy Mayor



Deputy Clerk

WATER WORKS RATE PAYMENT AGREEMENT



This Agreement made in duplicate as of the 16th day of March, 2015

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS
(herein referred to as "Huron-Kinloss")

- and -

EILEEN DUIGNAN, LORRAINE HARKNESS AND BARBARA TOWNSEND
(herein referred to as "owners")

WHEREAS pursuant to Section 326 of the *Municipal Act, 2001*, Huron-Kinloss enacted By-Law 2014-116 to impose a water works rate on owners of land who may or will derive benefit from the construction of water works in the area of Hill Street, Pine Street, Birch Street and Emmerton Place;

AND WHEREAS the owners of 3 Pine Street have requested that Huron-Kinloss defer said water works rate until such time as the ownership of the land changes or the land is developed;

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. CONDITIONS

- 1.01 The deferred water works rate of \$6,325.00 shall be subject to interest, at 4.0% per annum.
- 1.02 If the ownership of the land changes during the term of this agreement, the water works rate shall become due and payable, plus any applicable interest up to the date of payment.
- 1.03 If a structure is built on the land during the term of this agreement, the water works rate shall become due and payable, plus any applicable interest up to the date of the payment.
- 1.04 The owners may opt to pay the water works rate in full or part at any time during the term of this agreement, plus applicable interest up to the date of the payment.
- 1.05 The owners agree that if none of the conditions described in 1.02, 1.03 or 1.04 occur, the water works rate, plus applicable interest shall become due and payable at the end of the term of this agreement, unless authorized otherwise by Huron-Kinloss.

2. TERM

- 2.01 The term of this Agreement shall commence on March 16, 2015 and shall expire no later than March 16, 2025.
- 2.02 Any subsequent renewal of this agreement shall be at the sole discretion of Huron-Kinloss.

3. GENERAL

- 3.01 Any notice to be given under this Agreement shall be

to Huron-Kinloss at:

The Corporation of the Township of Huron-Kinloss
P.O. Box 130
21 Queen Street
Ripley, ON N0G 2R0

and to Eileen Duignan, Lorraine Harkness and Barbara Townsend at:

c/o Eileen Duignan

[Redacted]

3.02 Nothing in this Agreement relieves either party from any outstanding financial obligation to the other in respect of any prior agreement or other contractual arrangement between the parties related to the subject matter of this Agreement.

3.03 For the convenience of the parties, delivery of this Agreement may be validly made by a party by electronic mail transmission to the other party. A party who delivers the executed Agreement by electronic mail transmission shall, as soon as reasonably practicable, deliver a copy of the executed Agreement bearing the original signature(s) of such party to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement under the hands of their duly authorized signing officers.

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS


[Redacted]

DEPUTY MAYOR – Wilf Gamble

[Redacted]

DEPUTY CLERK – Mary Rose Walden

We have authority to bind the Township.

EILEEN DUIGNAN, LORRAINE HARKNESS AND BARBARA TOWNSEND

[Redacted]

[Redacted]

[Redacted]
[Redacted]
[Redacted]
