

The Corporation of the Township of Huron-Kinloss



BY-LAW

2021-116

Being a By-law to Enter into an Agreement to Transfer Ownership of Two
(2) Municipally Owned Utility Poles Located on Havelock St.

WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under Section 9; shall be exercised by By-Law;

AND WHEREAS The Council for the Corporation of the Township of Huron-Kinloss deems it expedient to enter into an agreement to transfer ownership of two (2) municipally owned utility poles located on Havelock St., Lucknow geographic Township of Kinloss to Westario Power Ltd.;

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 Council hereby approves entering into an agreement to transfer ownership of two (2) hydro poles on Havelock St., Lucknow to Westario Power Ltd. which is attached as Schedule "A" and forms part of this By-Law.
- 2.0 That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Township of Huron-Kinloss, any contracts and other documents required to authorize the agreement to proceed, and to affix the corporate seal of the Township of Huron-Kinloss.
- 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 "Westario Power Ltd. Hydro Pole Transfer Agreement By-Law"

READ a FIRST and SECOND TIME this 18th day of October, 2021.

READ a THIRD TIME and FINALLY PASSED this 18th day of October, 2021.

Mitch Twolan, Mayor

Emily Dance, Clerk

AGREEMENT

BETWEEN

WESTARIO POWER INC (Westario)

and

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS (Huron-Kinloss)

WHEREAS Huron-Kinloss is presently the owner of two existing poles referred to as EP2 and EP3 on schedule A hereto; (the poles).

AND WHEREAS the parties agree that Westario will assume ownership of the poles subject to certain terms and conditions set out hereafter.

NOW THEREFORE the parties agree as follows:

1. Full consideration for this transaction is the sum of one dollar, paid by Westario to Huron-Kinloss and other good and valid consideration, the receipt of which is hereby acknowledged by Huron-Kinloss.
2. Upon execution of this document by both parties, Huron-Kinloss hereby transfers all right, title and interest in the poles to Westario.
3. Westario shall in its sole discretion be financially responsible for all maintenance, servicing and replacement of these poles hereafter.
4. Huron-Kinloss will continue to operate, maintain, replace and be fully responsible for the streetlight attachments on the poles, including assuming any and all liability with respect to same.
5. Westario may incorporate the poles into their electrical distribution system and may use the poles, and attach such equipment as Westario, in its sole discretion, deems reasonable and necessary for this purpose.
6. Huron-Kinloss hereby grants and acknowledges to Westario its right to an easement in perpetuity over the lands that it owns upon which the poles are located, and any adjacent lands, both prescriptive and ancillary, in order that Westario may maintain, replace, service, and operate the poles as a part of its electrical distribution system.
7. This offer by Westario shall be open for acceptance by Huron-Kinloss by no later than 4:30 PM Friday, October 29, 2021 failing which it shall become null and void.
8. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Purchasers and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

DATED at the Town of Walkerton this _____ day of _____, 2021

per **WESTARIO POWER INC**

I HAVE AUTHORITY TO BIND THE CORPORATION

DATED at _____ this ____ day of _____ 2021

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS.

per _____

Schedule "A"



- LEGEND**
- PO0371 O Existing Pole
 - Existing 3/0 Guard
 - New 3/0 Triplex Bus
 - Existing 3/0 Triplex Bus
 - New 1/0 Triplex Service
 - 39.2m Span in Members
 - ← New Guying Position

NOTES:

- SIMP # 9010172 - Westaco
 Crew to:
 - Supply and install 70m of 3/0 triplex bus from EP1 to EP3 and dead end.
 - Install new down guy and anchor to support secondary dead end on EP3.
 SIMP # 9010174 - New Service
 - Supply and install 34m of 1/0 triplex from EP3 to new mast on building as shown
 - Connect new service to secondary bus.
 - Install new REXZ meter on customer's meter base.

LUCKNOW,
 812 Havelock St Servicing

Westario Power Inc.
 24 EASTRIDGE ROAD 8th FZ
 WALKERTON, ONTARIO
 Tel: 1-866-978-2746 or 519-507-8937

Electrical Distribution Design by
 Corey Barnum, Engineering Technician

NO.	REVISED	DATE
1	Issue for Review	Aug 11, 2011
2	As Issued for Field Change	August 11, 2011

Not to be used in conjunction with any other drawings.
 All drawings are the property of Westario Power Inc. and shall remain confidential.
 The drawings are the property of Westario Power Inc. and shall remain confidential.

Westario Power Inc. 2011-08-11
 The drawings were created by the customer under the safety responsibility of Section 4 of Regulation 2304

Certificate of Approval
 The installation was created by the customer under the safety responsibility of Section 4 of Regulation 2304

Signature _____
 Date _____

WESTARIO POWER DESIGN STANDARDS

EP1 Existing 35' - 3 (Wood) PO0360 10-200 Fig 3 - For Triplex Bus Extension	EP2 Existing 30' - 6 (Wood) PO0370 (Assign number to pole)	EP3 Existing 30' - 6 (Wood) PO0371 (Assign number to pole)
10-200 Fig 3 - For Triplex Bus Extension	10-200 Fig 1 11-103 - Lower streetlight duplex 6" from triplex	06-100 - Sec Lead Length 2m 10-200A Fig 3 11-103 - Lower streetlight duplex 6" from down guy

- NOTES:**
- Customer to:
 - Customer work to be done prior to Westario's portion**
 - Install new meter base and mast on the new building a shown.
 - Ensure mast is 5m (16.5') from ground level to ensure clearance over Havelock St.
 - Leave a sufficient length of wire out of the stick so Westario can connect to the new overhead triplex service.
 - Connection is subject to ESA approval