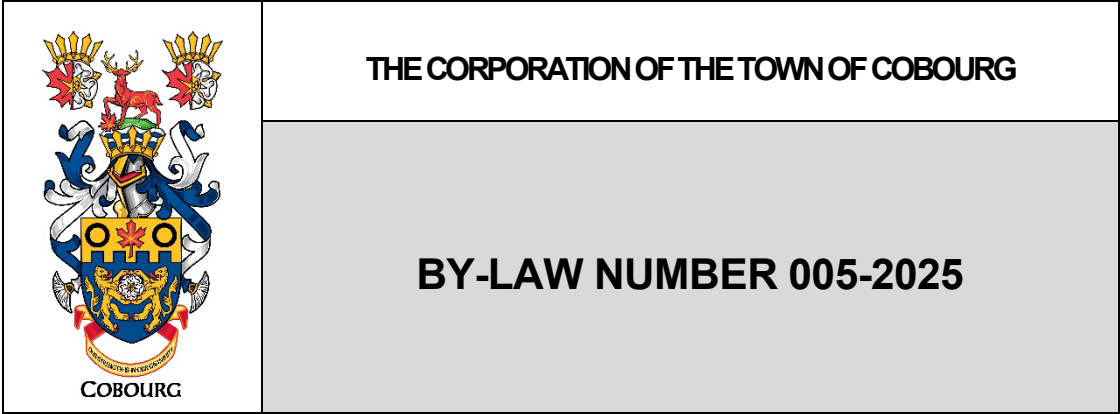




A BY-LAW TO AUTHORIZE THE MAYOR AND TREASURER TO SIGN AND EXECUTE AN AGREEMENT TO PROVIDE FOR SERVICING TO THE LAKESHORE PENTECOSTAL CAMP

WHEREAS section 8 of the *Municipal Act, 2001*, as amended provides a Municipality the capacity, rights, powers and privileges of a natural person, for the purpose of exercising its authority under this or any Act.

NOW THEREFORE BE IT RESOLVED THAT THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF COBOURG ENACTS AS FOLLOWS:

1. THAT authority is hereby given for the Mayor and Municipal Clerk to sign and execute an agreement between the Township of Hamilton, The Corporation of the Town of Cobourg, Lakefront Utility Services Inc., and the Eastern Ontario District of the Pentecostal Assemblies of Canada (LPC) for the extension of water and sanitary services to lands owned by LPC.
2. THAT the Agreement attached hereto as Schedule ‘A’ shall form part of this By-law

READ and finally passed in Open Council this 26th day of February, 2025.

“Lucas Cleveland”

Lucas Cleveland, Mayor

“Brent Larmer”

Brent Larmer, Clerk

THIS AGREEMENT MADE this _____ day of _____ 2024.

BETWEEN

The Corporation of the Township of Hamilton
hereinafter called "The Township of Hamilton"

OF THE FIRST PART

- and –

The Corporation of the Town of Cobourg
hereinafter called "The Town of Cobourg"

OF THE SECOND PART

- and –

Lakefront Utility Services Inc.
hereinafter called "LUSI"

OF THE THIRD PART

- and -

The Eastern Ontario District of the Pentecostal Assemblies of Canada
Hereinafter called "Lakeshore Pentecostal Camp" or "LPC"

OF THE FOURTH PART

WHEREAS the Township of Hamilton has entered into an agreement dated August 1, 2018 to receive water supply from the Town of Cobourg Drinking Water System operated by LUSI for various parts of the Township of Hamilton abutting the Town of Cobourg (hereinafter referred to as the "Servicing Agreement"); and

WHEREAS LUSI has agreed, subject to the terms of the Servicing Agreement, to provide water at no fixed water pressure or volume from the Town of Cobourg Drinking Water System for the area described in Appendix A to the Servicing Agreement; and

WHEREAS LPC is the registered owner of certain lands (hereinafter the "LPC Lands"), within the area described in Appendix A to the Servicing Agreement and more particularly described in Schedule A hereto (which forms part of this Agreement) together with an easement over abutting lands (hereinafter the "Easement Lands") more particularly described in Schedule B hereto (which forms part of this Agreement); and

WHEREAS the Town of Cobourg has agreed, subject to the terms of the Servicing Agreement and this Agreement, to receive and treat sanitary sewage from the LPC Lands; and

WHEREAS The Township of Hamilton, LUSI, The Town of Cobourg, and LPC (each a "Party" hereto, and together the "Parties") now wish to enter into an agreement to extend water and sanitary services governed by the Servicing Agreement from certain lands owned by the Township of Hamilton over the Easement Lands to the LPC Lands; and

WHEREAS it is the intent of the Parties that the installation and extension of services to the LPC Lands and the future maintenance and repair of the related works be at no expense to the Township of Hamilton, LUSI, and/or the Town of Cobourg;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of sum of two dollars (\$2.00) lawful money of Canada now paid by each party to the other, the mutual covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the Parties), the Parties, for themselves and their respective successors, heirs and permitted assigns, agree as follows:

1. Except as otherwise expressly stated herein, this Agreement shall terminate upon the expiry of the term of the Servicing Agreement (hereinafter the "Term").
2. This Agreement may be reviewed by the Parties at any time when the Servicing Agreement is reviewed, in accordance with its terms.
3. Subject to and in accordance with the terms of this Agreement, the Town of Cobourg agrees to receive and treat sanitary sewage from the LPC lands and LUSI agrees to provide water to the LPC lands.
4. LPC, subject to the written concurrence of the Township of Hamilton, shall, at their sole expense, carry out all necessary engineering, legal and other work to ensure that the proposal for the Town of Cobourg to receive and treat sanitary sewage from the LPC Lands fully complies with all Ministry of Environment, Conservation and Parks (hereinafter referred to as the "MOECP") requirements and all other legislative and policy requirements as applicable from time to time, and shall provide the Town of Cobourg with proof of the foregoing, all to the satisfaction of the Town of Cobourg prior to the Town of Cobourg to receiving or treating sanitary sewage as aforesaid.
5. LPC shall provide, at its sole expense, an impact assessment prepared by a qualified engineer and satisfactory to LUSI to determine volume and capacity requirements of the proposed extension of water services to the LPC Lands. No works related to the expansion of water services governed by this Agreement shall occur prior to confirmation by LUSI that it is satisfied with findings and conclusions of the impact assessment.
6. LPC shall provide, at its sole expense, detailed sanitary sewage flow calculations prepared by a qualified engineer and satisfactory to the Town of Cobourg to determine the volume and wastewater treatment capacity requirements of the proposed expansion of sanitary sewage services to the LPC Lands. No works related to the expansion of sanitary sewer services governed by this Agreement shall occur prior to confirmation by the Town of Cobourg that it is satisfied with findings and conclusions of the detailed sanitary sewage flow calculations.
7. The Parties acknowledge that nothing in this Agreement implies that there is any agreement to provide water and/or sanitary sewer collection or treatment services for any future additional development or redevelopment of the LPC Lands after the date first recorded above.
8. The Parties hereby acknowledge and agree that any sewer mains, watermains, structures and appurtenances installed in or upon the Easement Lands or the LPC Lands pursuant to this Agreement shall be the property of LPC and shall not form part of any public utility but shall be considered part of the internal plumbing of the LPC Lands. LPC further agrees, for themselves, their successors, heirs and permitted assigns, to be responsible for any ongoing maintenance, repairs and/or realignment or alteration costs whatsoever as may be necessary in the future and that no connections, except as expressly provided in this Agreement, may be made to the sewer mains, watermains, structures or appurtenances without consultation with, and prior written approval from the Township of Hamilton and LUSI (with respect to water works) or the Town of Cobourg (with respect to sanitary sewage works).

9. LUSI shall provide a water meter for the LPC Lands. The cost of each meter shall be charged to LPC, and LPC hereby agrees to pay that charge. LPC shall, at its sole cost, ensure the water meter is installed by a plumber as per LUSI Standard Drawing WD-M-001 attached as Schedule C hereto.
10. LPC hereby agrees to install and maintain at its sole expense a remote read metering device to measure the volume of sanitary sewerage at the pumping station building contained on LPC lands to the satisfaction of the Town of Cobourg. LPC shall provide access to the remote read metering device to Town of Cobourg staff at a pre-determined date and time for staff to take readings from the meter with frequency to be determined by the Town of Cobourg.
11. LPC hereby agrees to connect to the existing sanitary maintenance hole at Normar Road and Thompson Street, install a gravity sanitary sewer pipe and install a new maintenance hole contained within Township of Hamilton in accordance with the following provisions:
- a) all work completed by LPC in accordance with this section shall be to the satisfaction of the Town of Cobourg and the Township of Hamilton.
 - b) LPC shall construct and maintain a gravel service entrance to the satisfaction of Town of Cobourg and the Township of Hamilton to provide access to the new maintenance hole.
 - c) The Town of Cobourg agrees to maintain the gravity pipe section of the sanitary system.
 - d) LPC shall be fully responsible for the construction and maintenance of the forcemain and the connection to the new maintenance hole .
 - e) All works are subject to approval by Town of Cobourg prior to the commencement of any site works, including permits, securities and approved "Issued For Construction" drawings.
 - f) The Town of Cobourg reserves the right to; monitor flows during regular operations; request monitoring during cycling of pumping at Town of Cobourg's discretion; and direct any modifications required to be completed by LPC fully at its expense to correct any maintenance issues deemed wholly by the Town of Cobourg.
 - g) LPC shall make any corrective measures related to the construction and maintenance of any of the works in this section, including but not limited to the internal drop connection and any other connection detail related to the existing maintenance hole, as required by the Town of Cobourg at the Town of Cobourg's sole discretion, all at LPC's expense.
 - h) LPC and the Township of Hamilton agree that the Town of Cobourg may inspect the works set out in this paragraph upon reasonable notice, except in cases of emergency where such inspection may be done without prior notice in which case LPC and the Township of Hamilton shall be notified thereafter.
12. LPC agrees to discharge only residential sanitary effluent to Town of Cobourg sanitary collection system. LPC shall make every possible effort to ensure water tightness of internal system within LPC lands to ensure there is minimal infiltration of ground water occurring which could result in additional pumping volumes, subject to Town approval. The Town of Cobourg reserves the right to monitor both quality and quantity of discharged effluent and LPC agrees to make any revision deemed necessary by Town of Cobourg to correct or modify the discharge to meet Town of Cobourg requirements.

13. LPC agrees to be responsible, at their sole cost, to grant/convey, survey, register and provide copies of all easements and any other approvals for matters or works governed by this Agreement as may be required from time to time by the Township of Hamilton, Town of Cobourg and/or LUSI. The content and text of the said easement(s) and any other approvals shall be to the satisfaction of the solicitors for LUSI, the Town of Cobourg in the Township of Hamilton (as the case may be).
14. LPC agrees to pay, in advance, at time of application, the charge to install a water service pipe and a water meter as may be approved by LUSI from time to time and shall pay the water accounts as rendered. Water service pipe to be installed by LPC under the supervision of LUSI.
15. The parties hereto acknowledge and agree that the fire hydrants which are located on private property within the Township of Hamilton or within a private system shall be the sole responsibility of the property/system owner.
16. The Parties acknowledge and agree that the costs associated with the maintenance, repair and/or replacement of watermains and water service pipes on the Easement Lands and/or LPC Lands shall be the responsibility of LPC.
17. The Parties acknowledge and agree that the costs associated with the maintenance, repair and/or replacement of sewer mains, forcemains, sanitary meter, manhole structures, pump station and appurtenances and related private infrastructure on the Easement Lands and/or LPC lands, complete with calibration of metering devices as required for connecting to Town of Cobourg or Township of Hamilton assumed infrastructure shall be the responsibility of LPC and will be maintained by LPC.
18. The Parties acknowledge and agree that the maintenance of the water service pipe from the valve box at property line of the Easement Lands to any buildings on the LPC Lands shall be the sole responsibility of LPC. Despite anything else to the contrary herein, if leaks in pipes are not attended to promptly, in the sole and absolute opinion of LUSI the service will be disconnected upon reasonable notice being given by LUSI to LPC.
19. Maintenance of the water meters shall be carried out by LUSI. Any additional cost to LUSI will be billed back to LPC.
20. LPC agrees that LUSI will not be responsible for any damages howsoever caused by the water from the mains or services. LPC further agrees to save and hold LUSI and its affiliates and the Township of Hamilton harmless in the event that any claims are made against LUSI and/or the Township of Hamilton, except where it can be shown that LUSI and/or the Township of Hamilton operated in a negligent fashion.
21. LPC agrees all new sewer service infrastructure constructed in accordance with this Agreement, whether public or private, shall be engineered by a qualified firm and adhere to all applicable legislation, policies and by-laws, all to the satisfaction of the Town of Cobourg. LPC shall bear all administrative, design, inspection, engineering, construction and installation costs. All extensions are subject to and must receive final approval by the Town of Cobourg.
22. LPC agrees all new water service infrastructure constructed in accordance with this Agreement, whether public or private, shall, at the sole discretion of LUSI and the Town of Cobourg, be engineered by a qualified firm and adhere to all related legislation, policies and by-laws, all to the satisfaction of LUSI. LPC agrees that it shall bear all administrative, design, inspection, engineering, construction and installation costs. All such new infrastructure governed by this Agreement is subject to and must receive final approval by LUSI and the Town of Cobourg. In addition:
 - (ii) At the sole discretion of LUSI, a water meter, isolation valve, and backflow protection device shall be installed at the boundary of the Township of Hamilton. LPC agrees to purchase any such water meter from LUSI and bear any costs of installation.

- (ii) LPC acknowledges and agrees that the Town of Cobourg, LUSI, and the Township of Hamilton accept no operational or maintenance responsibility for the system or any service lines on the Easement Lands, LPC Lands or any private property.
 - (iii) LPC agrees that they are responsible for ensuring the water quality, as per the relevant Ontario Regulation, is adhered to at all times through proper sampling, monitoring and maintenance practices.
23. The Parties agree that the Township of Hamilton Public Works Management shall be advised of any water service installation prior to commencement of any work governed by this Agreement.
24. LPC hereby agrees to be responsible for all agreed upon costs associated with administration work required by the Safe Drinking Water Act and other related regulations, and as seen fit by LUSI to enhance the operational efficiency of the Town of Cobourg Drinking Water System connected with the works or matters governed by this Agreement. Administration work may include, but is not limited to:
- i) Regulatory reporting required by the MECP and/or Town of Cobourg Municipal Drinking Water License,
 - ii) DWQMS administration and maintenance, and
 - iii) Operational data maintenance and reporting.
25. Based on anticipated sanitary sewerage flows and subsequent waste water treatment from LPC lands provided by RVA and pursuant to August 1, 2018 Servicing Agreement Appendix E c), the Town of Cobourg has calculated the Development Charge and capacity loss compensation to connect to the sanitary sewer collection system as \$232,080 (\$2,901 m³/day x 80m³/day), which shall be payable to Town of Cobourg in five (5) equal payments on an annual basis with the first payment prior to connection. The subsequent four (4) payments shall be on the anniversary date of the first payment. The cost to create capacity at WPCP#2 was estimated at \$2,901 m³/day in 2022. The Town reserves the right to adjust for inflationary costs over and above \$2,902 m³/day in the future, should a request be made to add additional flows beyond the currently approved 80 m³/day. The 2018 Servicing Agreement allows for a variance of 150% before the Town is entitled to reassess and charge additional compensation loss.
26. is Agreement shall be construed in accordance with the laws of the Province of Ontario.
27. The Parties agree that amounts due to the Township of Hamilton, LUSI and/or the Town of Cobourg for the supply of any service to the Easement Lands and/or LPC Lands pursuant to this Agreement shall for purposes of Section 398 of the Municipal Act, 2001, SO 2001 c. 25, as amended, and any regulations made thereunder, be deemed to be fees and charges imposed by the Township of Hamilton for the supply of water or the use of a sewage system (as the case may be) to the LPC Lands, and accordingly in accordance with subsection 398(2) of that Act, such fees and charges constitute a debt of LPC to the Township of Hamilton and the Treasurer of the Township of Hamilton may add such fees and charges to the Township of Hamilton tax roll and collect them in the same manner as municipal taxes. The Township of Hamilton agrees to remit any fees collected for the use of a sewage system in accordance with this section to the Town of Cobourg.
28. LPC hereby covenants and agrees to indemnify and save harmless the Township of Hamilton, Town of Cobourg and LUSI, jointly and severally, from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Township of Hamilton, Town of Cobourg and/or LUSI may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of,

or in any way related to the provisions of this Agreement, save and except any action, cause of action, loss, lien, damage, suit, judgement, order, award, claim or demand which is/are solely attributable to the acts of the Township of Hamilton, Town of Cobourg and/or LUSI or any of their authorized agents, servants or employees.

29. Prior to the construction of any water or sanitary sewage infrastructure, plumbing, or related structures or appurtenances contemplated by this agreement, LPC or Contractor shall deposit a Certificate of Insurance, in a form acceptable to the other Parties, providing for public liability insurance with an insurance company licensed to transact business in the Province of Ontario, all to the satisfaction of the Township of Hamilton, Town of Cobourg, and LUSI, and provided that:
- i) the minimum limit of such policy shall be minimum two million dollars (\$2,000,000.00) per occurrence exclusive of interest and costs;
 - ii) the policy lists each of the Township of Hamilton, Town of Cobourg, and LUSI as additional insured;
 - iii) the policy includes clauses with respect to personal injury, cross-liability/severability of interest; broad form contractual liability; owner's/contractor's protective liability; and,
 - iv) provides for sixty (60) days prior written notice of cancellation or material change;
 - v) the minimum limit of such policy to complete work on Town of Cobourg/Township of Hamilton public right-of-ways shall be minimum five million dollars (\$5,000,000.00) per occurrence exclusive of interest and costs.

LPC shall satisfy the other Parties that all premiums on such policy have been paid and that the insurance is in full force and effect, and in any event, LPC shall file a renewal certificate, in a form acceptable to the other Parties, not less than one month before the date of any public policy provided pursuant to this Agreement. In the event that such renewal certificate is not received, any or all of the other Parties may, in order to prevent the lapse of the policy, pay the renewal premium or premiums and LPC hereby agrees to pay the costs of such renewals forthwith on demand upon an account being rendered.

30. Any policy of insurance required by this Agreement, shall be maintained in force until the Township of Hamilton and Town of Cobourg (with respect to all sewage works) and LUSI (with respect to water works) give written notice that they are satisfied with the works contemplated by this Agreement.
31. If any term or provision of this Agreement or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to all persons other than those to whom it was held to be invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
32. Time shall be of the essence of this Agreement and every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
33. Notwithstanding any other provision of this Agreement, the Parties agree with each other that none of the provisions of this agreement is intended to operate, nor shall have the effect of operating, in any way to fetter any Municipal Council which authorized the execution of this Agreement or any of their successor Councils in the exercise of any of those Councils' discretionary powers, duties or authorities. LPC hereby acknowledges that it will not obtain any advantageous planning, servicing, financial or other

consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

34. If any dispute occurs between the Parties relating to the application, interpretation, implementation or validity of this Agreement and a Party or Parties are of the reasonable opinion that the dispute cannot be resolved through amicable negotiations, such Party or Parties may, upon ten (10) days written notice to the other Parties require that the dispute be resolved through arbitration. Where the other Parties agree to submit to arbitration, the arbitration of the dispute shall be conducted in accordance with the *Municipal Arbitrations Act*, RSO 1990 c. M.48, if applicable, or by a single arbitrator pursuant to the *Arbitration Act*, 1991, SO 1991, c. 17, as amended, or any successor legislation thereto., If the Parties are unable to agree upon a single arbitrator, three arbitrators, one to be appointed by each Party before they enter upon the business of arbitration. The award and determination of such arbitrator or arbitrators or any two of such three arbitrators shall be binding upon the parties hereto and their respective successors and permitted assigns. Any Arbitration shall be conducted in the Town of Cobourg, unless the Parties agree otherwise.
35. Nothing in this Agreement prevents a Party from seeking interim injunctive relief from any Court respecting a dispute relating to the application, implementation or validity of this Agreement at any time, provided that such dispute shall be finally resolved by Arbitration.
36. All notices, requests, demands or other communications required or permitted by the terms hereof to be given by one Party to another shall be given in writing by personal delivery or by fax, email or by first class mail, postage prepaid, addressed to such other Party or delivered to such other Party as follows:

i) The Township of Hamilton at:

8285 Majestic Hills Drive
P.O. Box 1060,
Cobourg ON K9A 4W5 - Fax: 905-342-2818

ii) The Town of Cobourg at:

55 King Street West
Cobourg ON K9A 2M2 - Fax: 905-372-7558

iii) LUSI at:

207 Division Street
P.O. Box 577
Cobourg ON K9A 4L3 - Fax: 905-372-2581

iv) LPC at:

The Eastern Ontario District of the Pentecostal Assemblies of
Canada
9421 County Road #2, Building B
Cobourg, ON K9A 4J8

And if by mail:

P.O. Box 337
Cobourg, ON K9A 4K8

both Attention: Jason Luscombe– District Superintendent

and to:

Lakeshore Pentecostal Camp

1405 Pentecostal Road
Cobourg, ON K9A 5J8

Attention: Jason Luscombe– District Superintendent

or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when faxed or delivered, or if mailed, 72 hours after 12:01 AM on the day following the date of mailing thereof.

37. No Party may assign its interest, rights, or obligations under this Agreement except as expressly permitted in writing by all other Parties, except that this agreement shall enure to the benefit and be binding upon successors in title to the LPC Lands.
38. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
39. LPC warrants that it is the sole registered owner of the LPC Lands as of the date first noted above and consents to the registration of this Agreement, or notice thereof, on title to the LPC Lands.
40. LPC covenants and agrees to provide all documentation in order that this Agreement shall have priority over the rights of any mortgagee in the LPC Lands, with the intent that the mortgagee or anyone claiming under the mortgagee shall at no time exercise in relation to the LPC Lands any right, title or claim which would not be exercised by LPC by reason of the terms of this Agreement.
41. In the event LPC sells or otherwise transfers title to the LPC Lands, in whole or in part, LPC shall remain bound by this Agreement until such time as the purchaser or other such transferee has entered into a written agreement with the other Parties to assume LPC's obligations under this Agreement upon which LPC shall be released from those obligations.
42. LPC agrees that it shall pay to the Township of Hamilton, Town of Cobourg, and/or LUSI, forthwith upon demand, all administrative, legal and other costs, including all costs of sub-searches, execution searches, and registration fees, which are associated with the implementation of this Agreement. Without limiting the generality of the foregoing, this clause shall include payment for all legal fees and disbursements which may be incurred in connection with a claim against any Party by a third party which arises from anything provided for herein provided that LPC may request an assessment of the legal fees and disbursements.
43. LPC warrants that it has sufficient rights in the Easement Lands for all matters and works contemplated by this Agreement, and that it will maintain those rights throughout the term of this Agreement.
44. This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted electronically in scanned form. Parties transmitting electronically will also deliver the original counterpart to the other Parties, but failure to do so does not invalidate this Agreement.

(The remainder of this page is intentionally left blank)

[signature page follows]

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective seals and signed by the duly authorized signing authorities on their behalf.

**THE CORPORATION OF THE
TOWNSHIP OF HAMILTON**

Mayor

Clerk
(We have authority to bind the Corporation)

**THE CORPORATION OF THE TOWN
OF COBOURG**

Mayor

Clerk
(We have authority to bind the Corporation)

LAKEFRONT UTILITY SERVICES INC.

LUSI Board, Chair

President and CEO
(We have authority to bind the Corporation)

[additional signature page follows]

**THE EASTERN ONTARIO DISTRICT
OF THE PENTECOSTAL ASSEMBLIES
OF CANADA**

Name: _____

Title: _____

Name: _____

Title: _____

(I/We have authority to bind the Corporation)

SCHEDULE A

<Legal Description of LPC Lands>

SCHEDULE B

<Legal Description of the Easement Lands>

SCHEDULE “C”