

PUBLIC WORKS DEPARTMENT

Canalization Division, CITY HALL

Montreal, June 16th, 1939.

4700

Messrs.

E.J.M.Cape,
620 Cathcart Street,
Montreal.

Gentlemen;

Attention Mr. Eddy.

Replying to your verbal request for a water service pipe Gouin Boulevard, east of Ogilvie House, Polo Ground, Saraguay, I beg to inform you that you will have to obtain a permit from the Provincial Government, for cutting the roadway, for which a deposit will be exacted to cover the repairs.

You will also have to make an additional deposit with the City Permit Department, room 16, City Hall, to cover the cost of the service proper, which in this case will be \$75.00.

A contract will have to be prepared containing the following clauses -

10. -You will have to pay the full cost of the installation of the water Service;
- 20.- Water will be supplied by meter, at City of Montreal rates;
- 30.- The annual assessed rental will be established by the City Assessors;
- 40.- All Special taxes will have to be paid, as applied by City By-Law 432, and its amendments;
- 50.- A deposit will be required for the meter installation;
- 60.- A contract, containing above clauses will be prepared by the City Notary, which you will have to sign.

Yours truly,

J.Arthur Jette

Superintending Engineer,
Canalization Division.

JAJ/B.

P14/C,44

E. G. M. CAPE & COMPANY,

MONTREAL,

PUBLIC WORKS DEPARTMENT

Canalisation Division, CITY HALL

Montreal, June 10th, 1939.

#700

Messrs.
E. G. M. Cape & Co.
220 Galt Street,
Montreal.

Gentlemen:
Attention Mr. Babb.

Replying to your verbal request for a water service pipe from Boulevard, east of Olive House, P.O. Ground, Galtway, I beg to inform you that you will have to obtain a permit from the Provincial Government, for cutting the roadway, for which a deposit will be exacted to cover the repairs.

You will also have to make an additional deposit with the City Engineer, room 16, City Hall, to cover the cost of the service pipe, which in this case will be \$75.00.

A contract will have to be prepared containing the following clauses:

1.- You will have to pay the full cost of the installation of the water service;

2.- Water will be supplied at the rate of 100 gallons per day, at City of Montreal rates;

3.- The annual assessed rental will be established by the City Assessor;

4.- All special taxes will have to be paid, as applied by City By-Law 432, and its amendments;

5.- A deposit will be required for the water installation;

6.- A contract, containing above clauses will be prepared by the City Engineer, when you will have to sign.

Yours truly,

J. Arthur Lette

Superintending Engineer,
Canalisation Division.

14/12

P14/C,44

August 11th, 1939.

Mr. J. Arthur Jette,
Superintending Engineer,
Canalization Division,
Public Works Department,
City Hall,
MONTREAL.

Your Reference No. 4700.

Dear Sir:

Referring to your letter of June 16th in connection with water service required for the house which I am having built on Gouin Boulevard, Saraguay, I wish to advise that the terms and conditions outlined in your letter are hereby accepted, and I would ask you to be good enough to have the necessary contract prepared as soon as possible, as I am very anxious to get water connections immediately.

I have today written to the Provincial Government, as per copy of letter enclosed herewith, applying for a permit for the cutting of the roadway.

Yours truly,

(Signed) J.M.Cape.

P14/C,44

11th August 1939.

Mr. Arch. Bergeron,
Deputy Minister of Roads,
Province of Quebec, P.Q.

Dear Sir:

I am having a house built on Gouin Boulevard, Saraguay. The property is east of the G.L.Ogilvie house, and I have applied to the City of Montreal, for water service. They advise me that I will have to obtain a permit from your Department to cover the cutting of the roadway.

As I am anxious to obtain the water service as quickly as possible, will you be good enough to issue the necessary permit, and upon hearing from you as to the amount of deposit required to cover the repairs which will be necessary to the roadway, I will remit to you immediately.

Yours truly,

(Signed) John M. Cape.

P14/C,44

G. M. CAPE & COMPANY.

MONTREAL.

MINISTERE DE LA VOIRIE

Province de Quebec

QUEBEC, August 12, 1939

Mr. M. Cape,
960 New Birks Bldg.,
MONTREAL.

Dear Sir,

I am in receipt of your letter dated August 11.
Our Department has no objection to the execution
of water works for your property on Couin Boulevard, at
Saraguay. But it is understood that the necessary cautions
will be taken, that you will be responsible for accidents
that might happen and that the roadway will be repaired
to the satisfaction of our engineer. We are advising
the latter accordingly.

Believe me

Yours very truly,

A. Bergeron

Deputy Minister

B/R

P.S. I will communicate with you later about the amount of
the deposit.

P14/C,44

E. G. M. CAPE & COMPANY,
MONTREAL.

Canalisation Division.

PUBLIC WORKS DEPARTMENT
CITY HALL

MONTREAL August 15th, 1939.

Mr. J. M. Cape,
960 New Birks Building,
Montreal.

4700

Dear Sir;

Your letter of the 11th inst. at hand, and in looking over file I note that there appears to be an omission.

Apart from the conditions mentioned in letter of the 16th ulto., and before reporting to the Executive Committee for permission to grant the service requested, the City of Montreal, requires a Resolution from the Council of the Parish of Saraguay, granting permission to supply you with water from the Montreal System.

Size of meter will depend on what your requirements are, and can be settled by our Inspectors once the service is laid.

Awaiting the above resolution, I remain,

Yours truly,

Frank V. Dowd

Asst-Superintending Engineer,
CANILIZATION DIVISION.

FVD/B.

P14/C,44

E. G. M. Cape,
President.

T. A. Somerville,
Vice President.

P. G. Wilmut,
Secretary Treasurer.



E. G. M. Cape and Company
Engineers & Contractors

New Birks Building
Phillips Square,

Montreal, 16th August 1939.

Cablegrams
Capecon Montreal.
Codes
A. B. C. 5th Edition
Western Union.

In Reply Please Refer to

Leitrim E. L. Harvey, Esq.,
4049 Gage Road,
MONTREAL.

Dear Sir:

Following our telephone conversation I hereby request permission to connect up my water line and meter to the Montreal System for the purpose of supplying water to my residence now under construction in the Parish of Saraguay, P.Q.

As requested I am enclosing correspondence between the City and myself in connection with this matter.

Yours truly,

JMC/AH



December 20th., 1939

John M. Cape, Esq.,
Village of Saraguay,
P.Q.

Dear sir:-

As requested I beg to certify herewith that the following is a true and exact copy of an extract from the Minutes of a Meeting of the Council of the Village of Saraguay held on December 14th., 1939:-

" It was unanimously resolved that the Village of Saraguay does and it hereby grants permission to the City of Montreal to supply Mr. J.M. Cape with water from the City of Montreal Water System to Lot Serial No. 5 Part Cadastrel No. 99 and Lot Serial No 6 part Cadastrel No. 100, situated within the limits of the Village of Saraguay, and;

That the Secretary-Treasurer be and he is hereby instructed to forward to Mr. J.M. Cape a certified copy of this resolution."

For your convenience two copies of this certificate are enclosed.

Yours truly,

L.E.L. Harvey
Secretary-Treasurer.

P14/C,44

SERVICE DES TRAVAUX PUBLICS

Division de la canalisation

HÔTEL DE VILLE



PUBLIC WORKS DEPARTMENT

Canalisation Division

CITY HALL

MONTREAL, MARCH 18th, 1940.

I. A. JETTÉ
Ingénieur surintendant
Superintending Engineer

Mr. D. L. O'Gilvie, Mayor,
VILLAGE DE SARAGUAY,
Cartierville Post Office,
Montréal.

RE: WATER SUPPLY TO MR. J.M. CAPE'S
PROPERTY.

DEAR SIR;


Will you kindly let us have a Resolution of the Village of Saraguay, permitting the City of Montreal to supply water to above mentioned property situated on the North side of Gouin Boulevard West, between your own property and that of Mr. Hugh Paton, for which a water service pipe was laid last SEPTEMBER, 1939.

We have to have a Resolution passed by our own City Council, authorizing the City Notary to prepare a contract to that effect, and our report to the Director of Public Works recommending to grant permission, has been left in abeyance on account of not having received your Resolution.

You would oblige if you could arrange to let us have said Resolution so as to enable us to effect a final agreement in that matter.

Thanking you in anticipation, I remain,

Yours very truly,


SUPERINTENDING ENGINEER,
CANALIZATION DIVISION.

JAJ/B.

P14/C,44

SERVICE DES TRAVAUX PUBLICS

Division de la canalisation

HÔTEL DE VILLE



PUBLIC WORKS DEPARTMENT

Canalisation Division

CITY HALL

MONTRÉAL, MAY 23rd, 1940.

J. A. JETTÉ
Ingénieur surintendant
Superintending Engineer

Mr. D. L. O'Gilvie, Mayor,
Village of Saraguay,
Cartierville Post Office,
Montreal.

Dear Sir;

RE: WATER SUPPLY TO MR. J. M. CAPE'S
PROPERTY.

We have not as yet received a reply to our
letter of March 18th, last, in connection with above subject.

Will you give this matter your kind attention
as we wish to have the contract prepared and signed so as to
legalize the deal.

By giving our request immediate attention, you
would oblige,

Yours truly,

SUPERINTENDING ENGINEER,
CANALIZATION DIVISION.

JAJ/B.

(2) 25th May.

Dear Sir

If you missed sending a copy of our Council's
resolution regarding Johnny Cape's water,
please send it to Jetté.

J. L. O'Gilvie

P14/C,44

June 1st., 1940

J. A. Jette, Esq.,
Superintending Engineer,
Canalization Division,
Public Works Department,
City of Montreal,
City Hall.

RE: WATER SUPPLY TO MR. J.M.CAPE'S
PROPERTY - VILLAGE OF SARAGUAY.

Dear Sir:-

In reply to your letter of May 23rd., 1940,
referring to yours of March 18th., I beg to enclose
herewith another copy of the resolution concerning
the above matter which must have been mislaid in the
mails.

Trusting the resolution form is satisfactory.

Yours very truly,

L.E.L. Harvey,
Secretary-Treasurer.

P14/C,44

VILLAGE OF SARAGUAY

OFFICE OF THE SECRETARY-TREASURER
BUREAU DU SECRETAIRE-TRESORIER
4049 GAGE ROAD
MONTREAL, QUE.

TELEPHONE: FITZROY 1974
FROM 6 TO 8 P.M.

MONTREAL, June 1st., 1940


EXTRACT FROM THE MINUTES OF A MEETING OF THE
COUNCIL OF THE VILLAGE OF SARAGUAY, HELD AT
THE RESIDENCE OF THE MAYOR, GOVIN BOULEVARD,
SARAGUAY, ON THURSDAY, THE 14TH., DAY OF
DECEMBER, 1939, AT THE HOUR OF 5.30 O' CLOCK
IN THE AFTERNOON.:-

" WATER SUPPLY "

It was unanimously resolved that
the Village of Saraguay does and it hereby
grants permission to the City of Montreal
to supply Mr. J. M. Cape with water from
the City of Montreal Water System to Lot
Serial No. 5, Part Cadastral Lot No. 99
and Lot No. 6, Part Cadastral Lot No. 100,
situated within the limits of the Village
of Saraguay, and:

That the Secretary-Treasurer be and
he is hereby instructed to forward to Mr. J.
M. Cape a certified copy of this resolution."

CERTIFIED CORRECT EXTRACT


L.E.L. Harvey
Secretary-Treasurer

P14/C,44

Dec. 29th 1945

Mr. A.I. Smith,
Canada Life Building,
Montreal, Que.

Dear Sir;-

In reply to your request over the telephone re the deed between the City of Montreal and the Village of Saraguay for water supplied by the former, I would advise that no referendum was held ~~now~~ was there any By-Law, the authority for the signing coming from a resolution of Council passed at the meeting held on October 22nd. 1929.

I attach a certified copy of the above mentioned resolution.

Yours very truly,

C.G. Leavitt
Secretary-Treasurer.

December 29th 1945

Extract from the Minutes of the Meeting of Council
held in Room 807, Transportation Building, 132 St. James Street,
Montreal, Que. on October 22nd. 1929.

"IT was moved by Mr. Camille Cousineau, seconded by Mr. A.E.
Ogilvie, and

RESOLVED

THAT the agreement between the City of Montreal, and the
Municipality of the Village of Saraguay, drawn by Jean Beaudoin,
City Notary, with respect to the extension of water main of the City
to and onto the properties of Messrs. Ogilvie, H.B. MacDougall,
H.C. MacDougall, and Howard C. Gordon, which agreement the Secretary
read to the Council is approved for execution, and the Mayor, and the
Secretary-Treasurer are hereby authorized to execute the said
agreement in the presence of the City Notary, and seal it with the
corporate seal of the Municipality. "

Certified a true extract of the Minutes of the Meeting of
Council held on October 22nd. 1929.

C.G. Leavitt
Secretary- Treasurer.

Mathewson and Smith
Barristers & Solicitors

HON. J. ARTHUR MATHEWSON, K.C.
ARTHUR I. SMITH, K.C.
LEONARD A. SETON

Canada Life Building
275 St. James St. W.

CABLE ADDRESS "MATHLAW"
TEL. HARBOUR 8106

Montreal 1, March 3rd, 1947.

E. V. Leipoldt, Esq.,
c/o Shawinigan Engineering Company,
P. O. Box 6072,
MONTREAL 1.

Dear Mr. Leipoldt,

Re THE VILLAGE OF SARAGUAY
and THE CITY OF MONTREAL

After several interviews with the City Attorneys, they have submitted the enclosed draft contract.

We have glanced over this document and it appears to conform to what we had in mind at the time of our last discussion.

We note that in this draft it is Zones A and B which are erroneously referred to. Actually, we understand that this contract will apply only to Zones B and C.

You will note that the draft has been revised to delete any provision giving the City the exclusive right to supply water, and also, that several other points which were raised in the course of our recent discussion with you appear to have been satisfactorily dealt with.

The essential provisions of the contract are:

1. That it will be for a period of ten years, commencing the 1st of May, 1947;
2. That the municipality will undertake to pay an annual amount of \$712.42 on the 1st of May each year, whereof the first payment will become due and payable on the 1st day of May, 1948;

E. V. Leipoldt, Esq.,
Page 2.

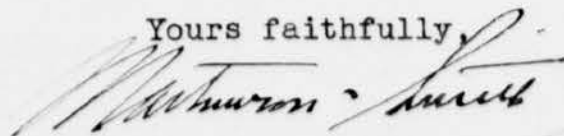
March 3rd, 1947.

3. That users of water will pay for same at the same rate charged in the City of Montreal, that is, \$1.15 per 1000 cubic feet. They will, however, be obliged to pay a minimum amount equal to $7\frac{1}{2}\%$ of the annual rental value of their property.

If the draft agreement appears to be in order, all that is required is that a petition be made and signed by at least two-thirds of the owners of immoveable property in Zones B and C, after which it will be necessary to pass a by-law.

We shall be pleased to discuss this matter further with you at your convenience.

Yours faithfully,



AIS:M.
ENCL.

Mr. Smith says that $\frac{2}{3}$ of property proprietors as mentioned in the petition should be O.K. M.Y.

P14/C,44

Mathewson and Smith
Barristers & Solicitors

HON. J. ARTHUR MATHEWSON, K.C.
ARTHUR I. SMITH, K.C.
LEONARD A. SETON

Canada Life Building
275 St. James St. W.

CABLE ADDRESS "MATHLAW"
TEL. HARBOUR 8108

Montreal 1, March 8th, 1947.

E. V. Leipoldt, Esq.,
c/o Shawinigan Engineering Company,
P. O. Box 6072,
MONTREAL 1.

Dear Mr. Leipoldt,

Re THE VILLAGE OF SARAGUAY
and THE CITY OF MONTREAL

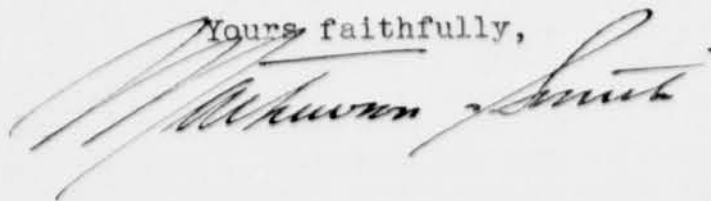
Enclosed please find draft of proposed
Petition by the ratepayers and proposed By-law, both
in duplicate.

We think we made it clear to you the other
day that the draft agreement submitted by the City is
only tentative, and whether or not such an agreement
can be entered into will depend upon the decision of
the Executive Committee, who have not yet had an oppor-
tunity of examining the draft.

We suggest, therefore, that the signature
of the Petition and the passing of the By-law by the
Village of Saraguay be deferred for the time being.

In the meantime, however, you may wish to
submit the proposal to your Council with a view to
obtaining its tentative approval.

Yours faithfully,



AIS:M.
ENCL.

P14/C,44

Mathewson and Smith
Barristers & Solicitors

HON. J. ARTHUR MATHEWSON, K.C.
ARTHUR I. SMITH, K.C.
LEONARD A. SETON

Canada Life Building
275 St. James St. W.

CABLE ADDRESS "MATHLAW"
TEL. HARBOUR 8106

Montreal 1, May 2nd, 1947.

E. V. Leipoldt, Esq.,
c/o Shawinigan Engineering Company,
P. O. Box 6072,
MONTREAL 1.

Dear Mr. Leipoldt,

Re THE VILLAGE OF SARAGUAY
and THE CITY OF MONTREAL

We are still working with the City Attorneys in connection with this matter.

We understand that the Executive Committee recently approved the draft franchise as submitted, except that they made one or two minor recommendations.

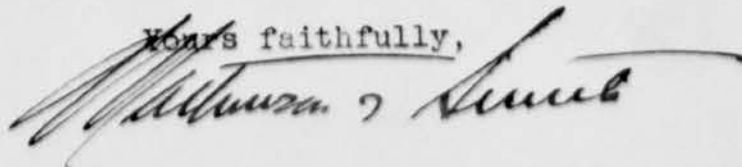
The City Attorneys have now redrafted Paragraphs 22 and 23 in view of the suggestions made by the Executive Committee. These paragraphs as now drafted appear to us to be satisfactory. However, you and your associates might look them over and let us have your comment.

In the meantime, the City Attorneys are re-submitting the draft franchise to the Executive Committee with these paragraphs included. We expect that the draft as now prepared will be approved by the Executive Committee.

As soon as we receive word that approval has been given, we will advise you in order that you may have the petition signed by the various interested ratepayers and the necessary by-law passed.

There, of course, remains the matter of the agreement which the individuals are to make with the Municipality. We understand that you will let us have your instructions concerning this as soon as possible.

Yours faithfully,



AIS:M.
ENCL.

"22nd. It is expressly understood and agreed that in all cases the minimum charge payable for water supplied shall be at all times the same as that imposed and levied by the City of Montreal in its own territory. For the time being, such minimum charge is at the rate of 7½% of the annual rental value, as established and fixed by By-law 1642. Should said rate be changed by amendment to said By-law or by a new By-law for the consumers of Montreal, then the new provisions shall apply to the municipality of the Village of Saraguay, it being the intention that said minimum charge be the same for both municipalities, even for water supplied for churches, educational institutions, hospices, orphanages, asylums and other charitable institutions and public hospitals."

"23rd. The annual rental value which shall be the basis of the minimum charge for water shall be established by the assessors of the City of Montreal, taking as a basis the annual rental value of a like property situated within the limits of the City of Montreal.

Should any contestation arise concerning the annual rental value as established for any property, same shall be filed within a month from the notice of assessment with the Board of Revision of Valuations of the City of Montreal, which is hereby appointed by the parties as arbitrator and mediator with the powers and obligations contained in Article 1431 and following of the Code of Civil Procedure of the Province of Quebec, to hear and decide said contestation and deliver its decision according to law, within a month from the hearing of the case."

P E T I T I O N T O

The Mayor and Council of the Corporation of the Village of Saraguay

WHEREAS the City of Montreal has, since the 14th of January, 1930, supplied and is at present supplying, by means of an 8" water main laid along Gouin Boulevard, water to a section of District B of the Village of Saraguay; and

WHEREAS the said City is prepared to continue to supply water to the proprietors adjacent to the said water main, but only on condition that a formal agreement for a ten-year period is executed between the Corporation of the Village of Saraguay and the said City; and

WHEREAS the City of Montreal has prepared a draft of a franchise agreement, which has been submitted to the Corporation of the Village of Saraguay and sets forth the terms and conditions upon which the said City is prepared to maintain in operation the said water main and supply water to the property owners adjacent thereto; and

WHEREAS the undersigned Petitioners are all of the property owners whose properties are now being supplied with water by the said City; and

WHEREAS the said Petitioners constitute more than two-thirds of the electors in the Village of Saraguay who are proprietors owning property in the territory served or capable of being served by the said water main; and

WHEREAS the Petitioners have taken communication of the draft franchise prepared by Louis Auguste Marchessault, N. P. and submitted to the Corporation of the Village of Saraguay by the City of Montreal; and

WHEREAS the Petitioners are of the opinion that it is in their interests and in the interests of that part of the municipality adjacent to and capable of being served by the said water main, that the Corporation of the Village of Saraguay enter into the agreement set forth in the said draft franchise and execute the same.

NOW THEREFORE -

We, the undersigned electors of the Village of Saraguay, all of whom are property owners in that part of District B adjacent to and capable of being served by the water main laid along Gouin Boulevard, in the Village of Saraguay (which territory is indicated on the Plan hereto annexed and marked "A" for identifica-

tion) do hereby petition the Mayor and Council of the Corporation of the Village of Saraguay to enact as soon as possible a by-law authorizing and approving the maintenance and continued operation by the City of Montreal of the said water main, in accordance with the terms and conditions set forth in the said draft agreement of franchise, and authorizing and instructing the Mayor and Secretary-Treasurer of the Corporation of the Village of Saraguay to execute and sign on behalf of the said Corporation the said draft agreement and to sign any and all other documents necessary in order to fully implement and carry out the said agreement.

WITNESS THESE OUR SIGNATURES, at Saraguay, this day of ~~March~~, 1947.

David

June

<u>Property Owner</u>	<u>Description of Property</u>	<u>Municipal Valuation</u>
<i>Margaret H. Gordon</i> <i>I hereby authorize my wife - Gordon</i>	<i>Parts of Cadastrol Nos 94, 95, 96, 97</i>	<u>19,881.00</u>
<i>Dr. David H. MacDougal</i> <i>estate H. B. MacDougal</i> <i>Edith B. MacDougal</i> <i>William MacDougal</i>	<i>Part of Cadastrol No 102</i> <i>Executors Parts of Cadastrol Nos 101, 102, 104</i>	<u>15,750.00</u> <u>22,800.00</u>
<i>Margaret H. MacDougal</i> <i>I hereby authorize my wife William MacDougal</i>	<i>Parts of Cadastrol Nos 103-104</i>	<u>8,562.00</u>
<i>Robert MacDougal</i>	<i>Parts of Cadastrol Nos 96 & 97</i>	<u>6,770.50</u>
<i>G. D. Gilvie</i>	<i>Part of Cadastrol Nos 100, 97, 101, 103</i>	<u>37,061.55</u>
<i>M. Lane</i>	<i>Parts of Cas Nos 99, 99-1, 100</i>	<u>8,002.95</u>
<i>Harold Mathias</i> <i>Pauline M. Doyle</i> <i>I hereby authorize my wife</i>	<i>Parts of Cadastrol Nos 97, 98, 99, 100</i>	<u>2,512.50</u>
<i>Estate Hugh Paton</i>	<i>Part of Cadastrol No 93</i>	<i>app. 1,000.00</i>
	<i>Parts of Cadastrol Nos 93, 95, 96</i>	<i>app 2,727.50</i>
		<u>125,068.00</u>

P14/C,44

Mathewson and Smith

Barristers & Solicitors

HON. J. ARTHUR MATHEWSON, K.C.
ARTHUR I. SMITH, K.C.
LEONARD A. SETON

Canada Life Building
275 St. James St. W.

Montreal 1, June 3rd, 1947.

CABLE ADDRESS "MATHLAW"
TEL. HARBOUR 8106

E. V. Leipoldt, Esq.,
c/o Shawinigan Engineering Company,
P. O. Box 6072
MONTREAL 1.

Dear Mr. Leipoldt,

Re THE VILLAGE OF SARAGUAY
and THE CITY OF MONTREAL

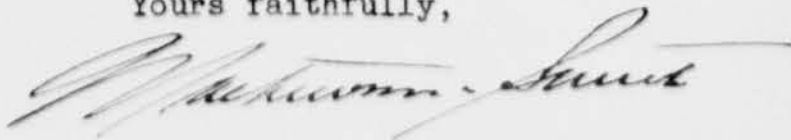
We are today advised by the City Attorneys that the City Council has now approved the draft franchise.

It now remains for your Council to pass the necessary by-law.

In view of the decision to assess the properties concerned in respect to the annual payment due to the City of Montreal, we have redrafted the by-law and enclose it herewith. We understand that a meeting of your Council will be held next week, at which this by-law will doubtless be passed.

We also confirm our understanding that you are having prepared an exact plan of the area covered by the franchise and will let us have this at your early convenience.

Yours faithfully,



AIS:M.
ENCL.

PROVINCE OF QUEBEC)
(
DISTRICT OF MONTREAL)

VILLAGE OF SARAGUAY

At a meeting of the Council held on the 12th day of June, 1947,
at the residence of the Mayor, Gouin Boulevard W. at which were present:

MAYOR: E.V.N.Leipoldt

COUNCILLORS: C.H. Gordon
E. Kingdon
H.C. MacDougall
W.W. Ogilvie

SECRETARY--
TREASURER: C.G. Leavitt

being a quorum of the Council :

.....

On Motion of Councillor Kingdon, seconded by Councillor Ogilvie, it
was unanimously Resolved:

That By-law No. 48 "A By-law concerning the City of Montreal Water
Main on Gouin Boulevard in District "B" in the Village of Saraguay" be and it
is hereby enacted as By-law No. 48 of the By-laws of the Corporation of the
Village of Saraguay.

BY-LAW NO. 48

"A BY-LAW CONCERNING THE CITY OF MONTREAL WATER MAIN
ON GOUIN BOULEVARD IN DISTRICT "B" IN THE VILLAGE OF SARAGUAY

WHEREAS the City of Montreal, in 1930, laid an 8" water main
along Gouin Boulevard, in District "B", of the Village of Saraguay, and has
since that time maintained the said water main and supplied water to certain
residents of the Village of Saraguay adjacent thereto; and

WHEREAS the said City is prepared to maintain its said water
main and to extend the same and to supply properties adjacent thereto with water,
but only on condition that the Village of Saraguay enter into a formal contract
with the said City in respect of the maintenance and operation of the said
water system and of the payment for water supplied; and

WHEREAS the City has submitted to Council a draft of the proposed
agreement; and

WHEREAS the said draft agreement has been communicated to
the electors and property owners adjacent to the said water main, whose
properties are served or capable of being served by the said main; and

WHEREAS by Petition dated the 3rd day of June, 1947, more than
two-thirds of the electors and property owners in the area served or capable
of being served by the said water main (which area is designated on the Plan
hereto annexed and marked "A" for identification) have requested Council
to enter into the said contract with the City of Montreal, and, to that
end, to adopt a By-law approving of the said contract and authorizing its
signature on behalf of the Corporation of the Village of Saraguay; and

WHEREAS, having regard to the circumstances and in view
the said Petition, it is now considered advisable and in the interests
the territory represented by the said Petitioners and of the Municipality
whole that the said contract should be executed;

PROVINCE OF QUEBEC)
(
DISTRICT OF MONTREAL)

VILLAGE OF SARAGUAY

At a meeting of the Council held on the 12th day of June, 1947,
at the residence of the Mayor, Gouin Boulevard W. at which were present:

MAYOR: E.V.N.Leipoldt

COUNCILLORS: C.H. Gordon
E. Kingdon
H.C. MacDougall
W.W. Ogilvie

SECRETARY-
TREASURER: C.G. Leavitt

being a quorum of the Council :

.....

On Motion of Councillor Kingdon, seconded by Councillor Ogilvie, it
was unanimously Resolved:

That By-law No. 48 "A By-law concerning the City of Montreal Water
Main on Gouin Boulevard in District "B" in the Village of Saraguay" be and it
is hereby enacted as By-law No. 48 of the By-laws of the Corporation of the
Village of Saraguay.

BY-LAW NO. 48

"A BY-LAW CONCERNING THE CITY OF MONTREAL WATER MAIN
ON GOUIN BOULEVARD IN DISTRICT "B" IN THE VILLAGE OF SARAGUAY

WHEREAS the City of Montreal, in 1930, laid an 8" water main
along Gouin Boulevard, in District "B", of the Village of Saraguay, and has
since that time maintained the said water main and supplied water to certain
residents of the Village of Saraguay adjacent thereto; and

WHEREAS the said City is prepared to maintain its said water
main and to extend the same and to supply properties adjacent thereto with water,
but only on condition that the Village of Saraguay enter into a formal contract
with the said City in respect of the maintenance and operation of the said
water system and of the payment for water supplied; and

WHEREAS the City has submitted to Council a draft of the proposed
agreement; and

WHEREAS the said draft agreement has been communicated to
the electors and property owners adjacent to the said water main, whose
properties are served or capable of being served by the said main; and

WHEREAS by Petition dated the 3rd day of June, 1947, more than
two-thirds of the electors and property owners in the area served or capable
of being served by the said water main (which area is designated on the Plan
hereto annexed and marked "A" for identification) have requested Council
to enter into the said contract with the City of Montreal, and, to that
end, to adopt a By-law approving of the said contract and authorizing its
signature on behalf of the Corporation of the Village of Saraguay; and

WHEREAS, having regard to the circumstances and in view
of the said Petition, it is now considered advisable and in the interests
of the territory represented by the said Petitioners and of the Municipality
as a whole that the said contract should be executed;

BE IT THEREFORE ENACTED:-

1. That the proposal of the City of Montreal to maintain and operate the existing water main on Gouin Boulevard for a period of ten (10) years, dating from May 1st, 1947, upon the terms and subject to the conditions set forth in the draft agreement prepared by Louis Auguste Marchessault, N.P. and submitted by the City of Montreal, be and it is hereby accepted.
2. That the Mayor and Secretary-Treasurer of the Corporation of the Village of Saraguay be and they are hereby authorized and instructed to sign the said draft agreement on behalf of the Municipality, and to sign any and all other actes or documents which may be necessary or deemed advisable for the purpose of fully implementing and carrying out the said agreement.
3. That in order to provide for the annual payment of the sum due to the City of Montreal according to the terms of the said draft agreement, a special tax is hereby imposed on all of the taxable immoveable properties in the area designated in the plan hereto annexed and marked "A", said tax to be levied and collected in each year at the same time, and in the same manner as the Village's general tax.

I, Colin G. Leavitt, Secretary-Treasurer of the Village of Saraguay, hereby certify the foregoing to be a true and exact copy of an extract from the Minutes of a meeting of the Council held on the 12th day of June, 1947.

GIVEN at the Village of Saraguay this 23rd day of June, 1947.

Secretary-Treasurer.

P14/C,44

June 14th 1947

Mr. A. Martin
Bois Franc
St. Laurent, Que.

Dear Sir:-

This is to advise you that at a meeting of the Council of the Village of Saraguay held on June 12th, 1947 you were appointed a Councillor to fill the unexpired term of Councillor, Gemille Cousineau, which term expires on June 30 the 1948

Will you kindly sign the enclosed copy of this letter indicating your intention to accept the nomination and return it to me in the enclosed envelope.

Yours very truly,

C.G. Leavitt
Secretary-Treasurer.

June 14th 1947

City of Montreal,
City Hall,
Montreal, Que.

Dear Sirs:-

re Water Supply.

We have had an application for water supply from Mr. R. Turcotte to his lot. No. Pt. 93 on the North side of Gouin Boulevard, and I give below a copy of the resolution of Council passed at a meeting held on June 12th, 1947 granting you permission to supply the water.

"On Motion of Councillor H.C. MacDougall, seconded by Councillor Kingdon, it was unanimously resolved;

That the Village of Saraguay does, and that it hereby grants permission to the City of Montreal, to supply water to Mr. R. Turcotte from the City of Montreal water system to Lot Part 93 on the North Side of Gouin Boulevard, West, (Route 37), situated within the limits of the Village of Saraguay."

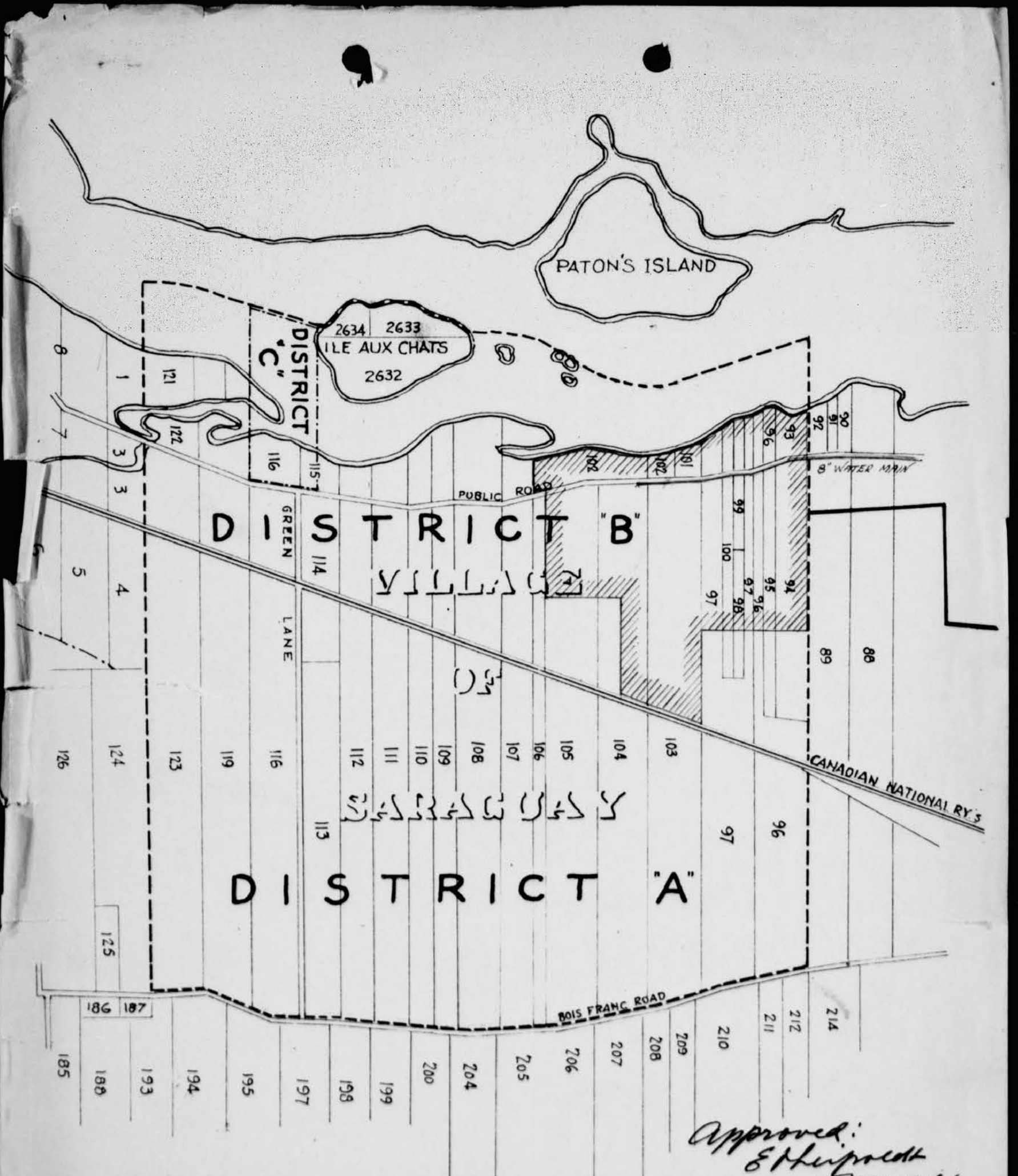
I would ask that when you are ready to make the connection for this water supply, that you will notify Mr. R. Turcotte, at his present address, 978, rue Rachel, Est. Montreal, 34, Que.

Yours very truly,

C.G. Leavitt
Secretary-Treasurer.

Copy to Mr. R. Turcotte.

P14/C,44



SHADED AREA OF DISTRICT 'B'
REPRESENTS PROPERTIES TAXABLE
FOR EXISTING EXTENSION OF WATER
SUPPLY SYSTEM

Approved:
E. Huipredt
Mayor
June 25, 1947.
SKETCH A

SCALE 1200 FEET = 1 INCH

No.4,561

August 11th 1947.

AGREEMENT TO SUPPLY WATER

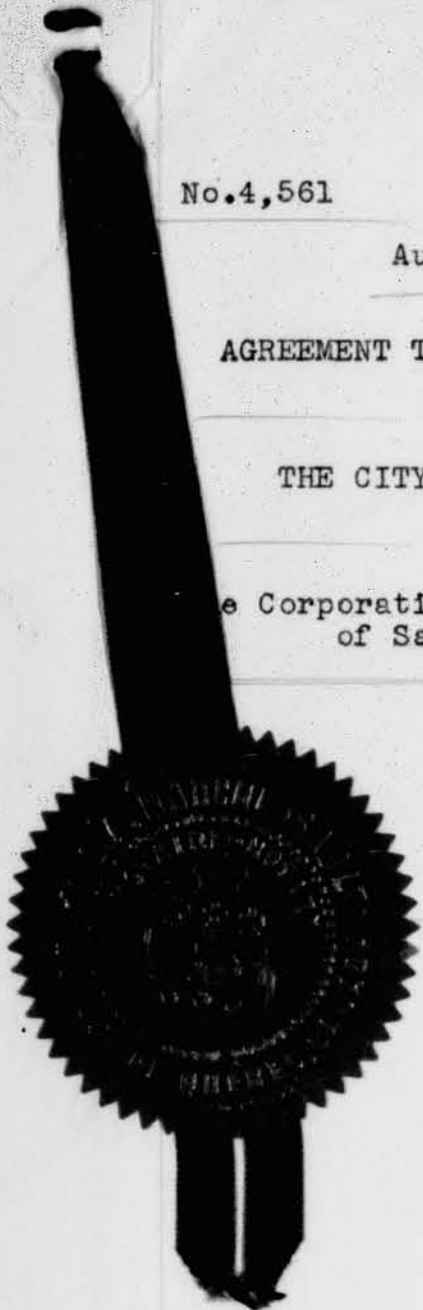
by

THE CITY OF MONTREAL

to

the Corporation of the Village of Saraguay.

Copy 1.



ON THIS eleventh day of August one thousand nine hundred and forty-seven.

BEFORE LOUIS AUGUSTE MARCHESSAULT, the undersigned Notary for the Province of Quebec, residing and practising in the City of Montreal,

APPEARED: THE CITY OF MONTREAL, a body politic and corporate, having its head office and

principal place of business at the City Hall, in Ville Marie Ward of the City of Montreal, herein acting and represented by His Worship the Mayor of the City of Montreal, Mr. Camillien Houde, Insurance Agent and Mr. Charles Edouard Longpré, the assistant City Clerk, both residing in the said City of Montreal, duly authorized for the purposes hereof by a Resolution of the Municipal Council of said City, passed at a Meeting thereof held on the second day of June last (1947), a certified copy whereof is hereto annexed, signed ne varietur by the said Mayor, the assistant City Clerk and the undersigned Notary, hereinafter called the "CITY"

OF THE FIRST PART:-

AND THE CORPORATION OF THE VILLAGE OF SARAGUAY, a body politic and corporate, having its head office and principal place of business at the Town Hall of said Corporation, in said Municipality herein acting and represented by His Worship the Mayor of said Municipality, Mr. Ewald V.N. Leipoldt and Mr. Colin G. Leavitt the Secretary thereof, both residing in said Municipality, duly authorized for purposes hereof by a Resolution of the Municipal Council of said

D.

(Municipality)

Municipality, passed at a Meeting thereof held on the twelfth day of June last (1947), enacting By-law No.48 of said Municipality a certified copy whereof is hereto annexed, signed ne varietur by the Mayor, the Secretary and the undersigned Notary, hereinafter called the "Municipality"

OF THE SECOND PART:-

W H I C H said Parties declared as follows:-

That by and in virtue of a certain Agreement bearing date and executed before Mtre. Jean Baudouin, Notary, on the eleventh of March, nineteen hundred and thirty, under No.11,983 of his original minutes, between the parties to the present agreement, the City of Montreal agreed to extend its water system into the Municipality of the Village of Saraguay, and entered into individual agreements with certain residents of the Village of Saraguay to supply their respective properties with water.

That pursuant to the said contracts, the City of Montreal constructed an extension to its water main into the Municipality of the Village of Saraguay, and has since supplied and is presently supplying water to a number of the residents of the said Village of Saraguay.

That it is now considered advisable to cancel the said contract entered into between the City of Montreal and the Village of Saraguay on the eleventh of March, nineteen hundred and thirty and to enter into a new Contract by which the City of Montreal will undertake to maintain the said extension and will supply water to the owners of immovable properties in that part of District B of the Municipality of the Village of Saraguay hereinafter referred to, upon the terms and subject to the conditions hereinafter set forth.

That owing to the development of the Municipality of the Village of Saraguay, it is, furthermore,

(necessary)

necessary to provide for the future extension of the said water main for both public and private purposes.

That the Corporation of the Village of Saraguay has requested the City of Montreal to enter into the present contract, relative to the supply of water to its Municipality and that the City of Montreal is agreeable to do so, upon and subject to the conditions hereinafter set forth.

W H E R E F O R E these presents and I the said Notary witness:-

That the said City of Montreal doth hereby agree to supply to the said Municipality of the Village of Saraguay the water required to serve the needs of its territory in that part of District B of the Municipality of the Village shown and defined on the plan prepared by said Municipality (Plan A) and hereto annexed, identified by the signatures of the parties hereto and the undersigned Notary, ne varietur.

The present agreement has been thus made upon and subject to the conditions hereinafter expressed, to the fulfilment whereof the said Corporation of the Village of Saraguay binds itself, namely:-

1st. The said City hereby undertakes to furnish water to the said Municipality for a period of ten years, reckoned from the first day of May last (1947).

2nd. The said water shall be supplied from the eight inch water main of the City of Montreal already existing and situated in Boulevard Gouin, as long as the same may be sufficient.

3rd. The said City hereby agrees to lay its water-service pipes in the streets and lanes within the limits of the said Municipality, at its exclusive cost and expense.

4th. The Corporation hereby gives permission to the City to that effect, the Corporation to obtain the necessary permission from proprietors on land

(not)

not belonging to the Corporation of the Village of Saraguay.

5th. The City shall, at its own cost and expense, protect, restore and maintain the said water pipes within the limits of the said Municipality.

6th. The said City shall be liable and responsible for all damages, accidents, losses and costs arising from the laying or the existence of the said pipes, or arising out of the construction of any works carried out in the said streets from the leakage or bursting of the said pipes, from any obstructions left in the said streets, from carelessness of its employees or from any other cause whatsoever resulting from the existence of the said water pipes, it being, however, the intention that the present clause shall not create any responsibility which does not already exist in law.

7th. The City shall, at its own cost and expense, protect, restore and make good all drains, gas pipes, water pipes and other works that might be damaged, destroyed or disturbed during the progress of the said work.

8th. The said City shall restore the said streets to the same condition they were in prior to the execution of the said works without delay and as the work progresses to the satisfaction of the said Municipality.

9th. It is clearly understood that should any change in the level of the aforesaid streets necessitate the lowering of the City's pipes, the same shall be lowered by the City and the cost and expense incurred in connection therewith shall be considered a capital expenditure, on which six per cent (6%) shall be exacted.

10th. All services or connections from the City's water service-pipe up to the street line shall be laid by the said City and the applicant for a water service shall pay the cost of same, including the

(cost)

cost of the trench, of any repairs necessary to the pavements and sidewalks, the cost of stop-cocks on pipes as well as of all connections and of all works whatsoever necessary for the water service.

11th. Upon application for a water service, the said applicant shall be bound to deposit with the City an amount sufficient to cover the approximate cost of installation and of repairs to the paving and sidewalks over the trench necessary for the installation of the said service. If the cost of the same is less than the amount of the deposit, the balance will be refunded to the applicant, or, if the deposit is insufficient, the balance of the cost will be collected by the said City.

12th. All subsequent repairs to the trench necessary for the installation of the private water services shall be made by the employees of the Municipality and the cost thereof charged to the applicant or subsequent owners.

13th. The water supplied under the terms hereof shall be of the same quality as that supplied to the Citizens of Montreal.

14th. The said City shall not be held responsible for damages of any nature or kind whatsoever resulting, or that may result, either directly or indirectly, from the supply or interruption in the supply of water, from the pressure of the water supplied or for any cause whatsoever in connection with the supply herein provided for; it being understood, however, that the said City shall not avail itself of the provisions of the present clause to cut off the supply of water to the said Municipality, except in the cases provided for in the following paragraph.

15th. It is hereby agreed that the said City shall have the right at all times to temporarily shut off the water supply hereby agreed to, for the

(purpose)

purpose of making repairs to, or for the inspection of, its aqueduct system and, moreover, the City shall have the right, at any time, to shut off the water in the event of non-payment by the said Party of the Second Part, during ninety days from maturity, of any accounts due by it and in no event shall the said City be responsible for damages that may be caused by reason of such interruption in the supply of water.

16th. The said Municipality doth hereby guarantee to the City the payment of an annual sum of seven hundred and twelve dollars and forty-two cents (\$712.42), representing a charge of six per cent (6%) on a sum of eleven thousand eight hundred and seventy-three dollars and seventy-two cents (\$11,873.72), being the cost of the existing extension of the water main, from a point where the said water main is connected to the City's main on Gouin Boulevard, at a Distance of fourteen hundred and forty-nine feet North East of the dividing line between the Municipalities of the City of Montreal and the Corporation of the Village of Saraguay, to the actual limits of the said extension in the Village of Saraguay; said payment to be made at the Office of the City Treasurer, at the City Hall in the said City of Montreal, on the first day of May of each year, the first payment whereof will become due on the first day of May next (1948) and from then up to and including the first day of May, nineteen hundred and fifty-seven.

17th. It is also agreed between the parties hereto that an annual charge of six per cent (6%) on the cost of all future extensions above mentioned, requested by the said Municipality shall be guaranteed and is hereby guaranteed, said charge to be reckoned from the date of completion of such extension, and shall be payable in the manner set forth in the preceding paragraph. The cost of any extension

(requested)

(shall)

requested by the Municipality, as above mentioned, shall be considered a capital expenditure.

18th. From the said sum of seven hundred and twelve dollars and forty-two cents (\$712.42) or any other amount guaranteed, shall be deducted the water tax collected by the said City each year from the immovable properties situated within the limits of the said City of Montreal where the said extension shall have been laid.

The revenues or the water tax collected by the said City from properties situated within the limits of the municipality of Saraguay shall not be applied towards the reduction of the amount or amounts guaranteed.

19th. The said City shall supply, free of charge, the Municipality of Saraguay within the limits of District B above mentioned, with the necessary water for its public Fire Department, for the sprinkling of the streets, for the cleaning of its sewers; the cost of the necessary service pipes being at the expense of the said Municipality, it being understood, however, that all water used for the construction of pavements, sidewalks, sewers, underground conduits, and all other public works shall be paid in accordance with the rates or tariffs charged for same to individuals in the City of Montreal.

be the basis of the minimum charge for water shall

20th. The said City hereby undertakes to install fire hydrants upon the request of the said Municipality, the cost and installation of same being considered a capital expenditure on which the charge of six per cent (6%) is guaranteed and payable in the manner above mentioned.

During the winter months, the said Municipality, at its own expense, shall keep a space around each hydrant free of any accumulation of snow, and this at all times.

At all times the use of the fire hydrants

(shall)

shall be restricted to the sole use and purpose of the Fire Department fighting fires.

21st. The water shall be supplied by the City to, and at the expense of, tenants, occupants, proprietor-occupants of dwelling houses, business or industrial plants, institutions and generally to all premises within the limits of the Municipality, by meter and at the established rates for the supply of water by meter, as determined by By-law No.1642 of the City of Montreal, such rate being one dollar and fifteen cents (\$1.15) per thousand cubic feet, Should said rate be changed for the citizens of Montreal, by amendment to the above mentioned By-law, the new rate shall automatically apply to the consumers of the Municipality of the Village of Saraguay, it being the intention of the parties hereto that a uniform rate for water supplied by meter shall apply in both Municipalities.

22nd. It is expressly understood and agreed that in all cases, the minimum charge payable for water supplied shall be at all times the same as that imposed and levied by the City of Montreal in its own territory. For the time being, such minimum charge is at the rate of seven and one-half per cent ($7\frac{1}{2}\%$) of the annual rental value, as established and fixed by said By-law No.1642, Should said rate be changed by amendment to said By-law or by a new By-law for the consumers of Montreal, then the new provisions shall apply to the Municipality of the Village of Saraguay, it being the intention that said minimum rate be the same for both Municipalities, even for water supplied for churches, educational institutions, hospices, orphanages, asylums and other charitable institutions and public hospitals.

23rd. The annual rental value which shall be established by the assessors of the City of Montreal, taking as a basis the annual rental value of like (property)

Y
X
be the basis of the minimum charge for water shall

property situated within the limits of the City of Montreal.

Should any contestation arise concerning the annual rental value established for any property, it must be filed, within a month from the date of the notice of assessment, with the Board of Revision of Valuations of the City of Montreal, which is hereby appointed by the parties as arbitrator and mediator with powers and obligations contained in Articles 1431 and following of the Code of Civil Procedure of the Province of Quebec, to hear and decide said contestations and deliver its decision according to law, within a month from the hearing of the case.

24th. The said Municipality of the Village of Saraguay shall supply, free of charge, to the City of Montreal, upon demand, a copy of its annual valuation and rental value roll covering all immovable properties situated within the said District B of its territory, supplied with water by the said City.

25th. It is also agreed that the special rates to be imposed for the use of water in the preparation of building materials shall be the same as those imposed at all times to the customers in the City of Montreal, by By-law No.1643 and future amendments, said rates to be payable in advance, and for the time being fixed as follows:-

For every 1,000 bricks used \$0.06

For every cubic yard of masonry, concrete or terra cotta masonry . . . 0.03

For every 1,000 square yards of plastering 3.00

26th. Every owner of a building or property whatsoever, supplied with water by the City, shall have inside his building, in a suitable and convenient place, a stop-cock for the water supplied to him, which said stop-cock shall be kept frost-proof., When there are separate and distinct distribution pipes for the tenants, sub-tenants or occupants, each such
(pipe)

pipe shall also be provided with a stop-cock.

27th. The proprietor of a building occupied by two or more tenants, sub-tenants or families, shall be liable for the amount due for the water supplied to such tenants, sub-tenants or families occupying such building, unless a separate and distinct supply pipe has been put into such building by the proprietor thereof for each such tenant, sub-tenant or family occupying a separate apartment or separate apartments in such building, in such manner that the City may, at any time, control the supply of water to each of such tenants, sub-tenants or families, as in the case of buildings occupied by a single tenant, but, even in the latter case, of a separate service, the proprietor shall be liable for the payment of the water rate if the building is rented to tenants or sub-tenants who have leases for a month or less.

28th. Such liability shall apply to any proprietor of a row of dwelling-houses or tenements contiguous to one another, who refuses or neglects to provide such house or tenement with a separate and distinct service pipe; such liability also applies to the proprietor in all cases when the number of tenants, sub-tenants or families in a dwelling-house, is such that it is impossible to provide a separate service pipe for each of them, and it shall be lawful for the City in such cases to exact from the proprietor the ordinary price of water for each such tenant, sub-tenant or family.

29th. The officers of the City shall have access to such stop-cocks whenever required for the purposes of the administration of the water works, and may turn off and seal the same, and they alone shall have the right to open said stop-cocks and break the seal thereof.

30th. The meters shall, in all cases, be furnished by the City and placed in a position design-

(ated)

designated by the said City. Whenever the building to be supplied with water is built in proximity to the street line, the meter shall be installed in a suitable place inside the said building. A cleared and unobstructed passage-way to the meter must, at all times, be maintained for the City Inspectors. The consumer shall be held responsible for such protection of the meter against injury, theft, or frost.

31st. Whenever the premises to be supplied with water are situated at a distance from the street line, the Superintendent of the Water-works may require that a suitable meter chamber, with drain connection, be provided by the consumer. The consumer shall be held to protect the said chamber and its contents against injury, theft, or frost and to see that the meter is, at all times, accessible and that the chamber is kept clean.

32nd. Every person using a meter shall comply with all the rules and regulations which are or may be established by By-law or Resolution of the City.

33rd. Any person who, prior to the coming into force of this By-law, has obtained permission to use a meter belonging to him, may continue to use said meter until the same requires to be changed. Then the permission shall lapse ipso facto.

34th. An annual rental shall be paid by the consumers for the cost and care of meters as follows:-

For a 1/2 inch meter	\$2.00
" " 5/8 " " " " " " " " " " " " " " " "	2.00
" " 3/4 " " " " " " " " " " " " " " " "	3.00
" " 1 " " " " " " " " " " " " " " " "	4.00
" " 1 1/2 " " " " " " " " " " " " " " " "	8.00
" " 2 " " " " " " " " " " " " " " " "	12.00
" " 3 " " " " " " " " " " " " " " " "	25.00
" " 4 " " " " " " " " " " " " " " " "	40.00
" " 6 " " " " " " " " " " " " " " " "	75.00
" " 8 " " " " " " " " " " " " " " " "	100.00

(or)

or at such other rate as may be fixed by the City of Montreal for its consumers.

35th. The price of the water consumed and the rent of the meters furnished by the City shall be paid quarterly, namely: for the quarter ending on the thirty-first of January, the amount shall be payable on the first of March; for the quarter ending on the thirtieth of April, the amount due shall be payable on the first of June; for the quarter ending on the thirty-first of July, the amount due shall be payable on the first of September and for the quarter ending on the thirty-first of October, the amount due shall be payable on the first of December; but in all cases, the amount payable for the water supplied by meter, for each period of three months, shall not be less than 1.875% of the annual rental value of the premises supplied with water.

36th. All water pipes laid on private ground and connected with the City water pipe system shall be of sufficient depth to protect them against possible injury from frost, i.e., with at least six (6) feet of cover.

37th. If any person causes or allows any water pipe, valve, stop-cock, cistern, water-closet, bath or other apparatus to be out of repair, or to be so used or contrived that the water supplied from the water works be wasted, or unduly consumed, or if he refuses access to the meter, or if he refuses or neglects to pay the rate lawfully imposed for the water supplied to him, for thirty days after the same is due and payable, the City may cut off the water and discontinue the supply so long as the cause of complaint is not removed; which shall not, however, exempt such person from the payment of such rate, as if the water had been supplied to him without interruption.

38th. If the water rate herein stipulated is

(not)

not paid when it becomes due, the amount unpaid shall bear interest at the rate charged to the rate-payers of the City of Montreal.

39th. It is understood that should the said Municipality of the Village of Saraguay be annexed to the City of Montreal during the existence of the present contract, the said Contract shall thereupon terminate, as from the date of the annexation and in such an event, the citizens of the Municipality of the Village of Saraguay, as regards the said supply of water, shall, following such annexation, be subject to the same treatment as is enjoyed by the rate-payers of the City of Montreal.

40th. The said Municipality of the Village of Saraguay shall pay the cost of these presents and of a copy thereof for the said City.

41st. In consideration of the foregoing, it is understood and agreed that the contract entered into between the City of Montreal and the Village of Saraguay on the eleventh of March, nineteen hundred and thirty, executed before Jean Baudouin, Notary, as above set forth, is hereby cancelled and annulled, and the parties hereto hereby grant, each unto the other, a full, final and complete release and discharge from and in respect of the said contract and of any and all obligations arising out or in any way pertaining thereto.

THESE PRESENTS have been thus entered into on the part of the City of Montreal in conformity with the Resolution of the Municipal Council herein before referred to.

And on the part of the Corporation of the Village of Saraguay, in conformity with By-law No.48 duly adopted under the provisions of Article 408 of the Municipal Code on the twelfth day of June nineteen hundred and forty-seven, in accordance with the Petition signed by more than two-thirds of the owners

(of)

of immovable properties situate in that part of said District B hereinbefore referred to of the Village of Saraguay and dated the third day of June (1947), as appears, by certified copy of same hereto annexed, signed ne varietur by the undersigned Notary.

W H E R E O F A C T E

DONE AND PASSED at the City of Montreal, on the day, month and year herein first written under the number four thousand five hundred and sixty-one of the original minutes of said Mtre. Marchessault, and after due reading hereof the Mayor has signed these presents and the assistant City Clerk has countersigned the same and affixed hereto the seal of the Corporation of the City of Montreal and said Party of the Second Part has also signed, the whole in presence of said Notary, also hereto subscribing.

(Signed) E.V. Leipoldt, Mayor

(Seal) " C.G. Leavitt, Sec. Treas.

The City of Montreal

C. Houde, Mayor

(Seal) C. E. Longpré, asst. City Clerk

" L. Auguste Marchessault, Notaire

TRUE COPY of the original hereof remaining of record in my office. One marginal note good.

L. Auguste Marchessault
Notaire

No.4,561

August 11th 1947

AGREEMENT TO SUPPLY WATER

by

THE CITY OF MONTREAL

to

The Corporation of the Village of
Saraguay.

Copy 1.

L.A. Marchessault, Notaire

City Hall

Montreal.

P14/C,44

No. 4,568

August 12th. 1947.

O N T H I S twelfth day

of August, one thou-

sand nine hundred and forty-seven.

ACQUITTANCE ,RELEASE AND
DISCHARGE

B E F O R E LOUIS AUGUSTE

by

MARCHESSAULT, the undersigned Notary

The City of Montreal

for the Province of Quebec, residing-

in favour of

and practising in the City of Mont-

Municipality of the Village
of Paraguay, et al.

real,

A P P E A R E D: THE CITY OF

Copy 1.

MONTREAL, a body politic and corporate

having its head office and principal

place of business at the City Hall, in Ville
Marie Ward of the City of Montreal, herein act-
ing and represented by His Worship the Mayor of
the City of Montreal, Mr. Camillien Houde, Insurance
Agent, and Mr. Charles Edouard Longpré, the
Assistant City Clerk, both residing in the said
City of Montreal, duly authorized for the purposes
hereof by a Resolution of the Executive Committee
of said City, passed at a Meeting thereof held
on the fifteenth day of July last (1947), a
certified copy whereof is hereto annexed, signed
ne varietur by the Mayor, the Assistant City
Clerk and the undersigned Notary,

OF THE FIRST PART:-

W H I C H, in consideration of the sum
of Two Thousand Dollars (\$2,000.00), received
previous to the execution hereof, doth hereby give
and grant a full and final acquittance and dis-
charge, with release from any further obligations
arising out of the hereunder-- mentioned Agree-
ments which were all executed before Mtre. Jean
Baudouin, Notary, namely:-

1. Agreement or Surety by and between
the City of Montreal and the Municipality of the

(Village)



Village of Saraguay, re.extension of water main
properties of Messrs.Ogilvie, McDougall and Gordon, 't-
dated 11th of March 1930, Minute No.11,983;

2. Agreement to supply Water by The
City of Montreal to Hartland C.McDougall, re.property
fronting on Gouin Boulevard, dated 2nd.December 1929,
Minute No.11,875;

3. Agreement to supply water by The
City of Montreal to Hartland B.McDougall, re.property
on Gouin Boulevard, dated the 3rd.December 1929,
Minute No.11,878;

(SEAL) 4. Agreement to supply water by The
City of Montreal to Charles Howard Gordon, re.property
on Gouin Boulevard, dated the 14th of January, 1930,
Minute No.11,927;

5. Agreement to supply water by The
City of Montreal to Gavin Lang Ogilvie, re.property
on Gouin Boulevard, dated 11th March 1930, Minute
No.11,986;

6. Agreement to supply Water by The
City of Montreal to John Meredith Cape, re.property
on Gouin Boulevard, dated 28th August 1940, Minute
No.14,836; and

7. Agreement to supply water by The
City of Montreal to Dame Margaret Sumner, wife of
Newell Willard Philpott, dated 27th February 1941,
Minute No.14,990.

In granting the present Acquittance
and Release, the City of Montreal hereby reserves the
right to any sums which may be due, owing and payable
by the above mentioned parties for water supplied as
from the first day of May last (1947).

The costs of this deed and of a copy for
the above mentioned parties shall be paid by them.

W H E R E O F A C T E .

DONE AND PASSED at the City of

(Montreal)

Montreal, on the day, month and year herein first written under the number four thousand five hundred and sixty-eight of the original minutes of said Mtre. Marchessault, and after due reading hereof the Mayor has signed these presents and the Assistant City Clerk has countersigned the same and affixed hereto the seal of the Corporation of the City of Montreal, the whole in presence of said Notary, also hereto subscribing. —

(Signed) The City of Montreal

C.Houde, Mayor,

(SEAL)

C.E.Longpré, Asst.City Clerk,

" L.Auguste Marchessault, Notary.

A true copy of the original hereof remaining of record in my office.

L. Auguste Marchessault
Notaire

No.4,568

August 12th. 1947.

ACQUITTANCE, DISCHARGE AND RELEASE

by

The City of Montreal

in favour of

The Municipality of the Village
of Saraguay, et al.

Copy 1.

L. Auguste Marchessault, Notary,

City Hall,

Montreal.

P14/C,44

P14/C,44

Mathewson and Smith
Barristers & Solicitors

HON. J. ARTHUR MATHEWSON, K.C.
ARTHUR I. SMITH, K.C.
LEONARD A. SETON

Canada Life Building
275 St. James St. W.

CABLE ADDRESS "MATHLAW"
TEL. HARBOUR 8106

Montreal 1, September 5th, 1947.

E. V. Leipoldt, Esq.,
c/o Shawinigan Engineering Company,
P. O. Box 6072,
MONTREAL 1.

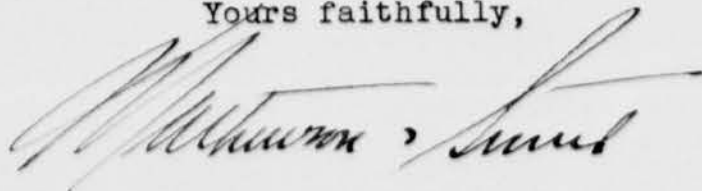
Dear Mr. Leipoldt,

Re THE VILLAGE OF SARAGUAY
and THE CITY OF MONTREAL

Further to our telephone conversation of this morning, we enclose herewith authentic copy of Deed of Discharge executed by the City of Montreal in favour of the Village of Saraguay and the individual ratepayers who had signed personal contracts with the City.

As already indicated to you, the Agreement of Franchise was duly completed some time ago and we are merely awaiting receipt of an authentic copy of this document. As soon as it is received, it will be forwarded to you for your records.

Yours faithfully,



AIS:M.
ENCL.

P14/C,44

September 16, 1947.

Mr. F. David Mathias,
512 Grosvenor Ave.,
Montreal, P.Q.

Re: Petition for Water Supply

Dear Sir:

At a meeting of the Council on September 8th your petition dated August 8th for water supply was considered.

It is the opinion of the Council that the construction of an extension of the water main into your property, as indicated on the plans submitted, would entail a considerable obligation for the annual charges payable to the City of Montreal.

This annual charge for the extension to serve specific properties would be a direct burden on the properties which are benefitted by the extension. In addition, the entire area accessible to the present main will be assessed on the basis of the valuation role for the annual carrying charges on the existing extension of the water supply from the City of Montreal.

The present annual charge amounts to \$712.42 which is distributable as mentioned above. The proportion of this amount chargeable to your property will be that based upon the present assessment rate of your land only. The additional charge for the proposed extension may be estimated between \$300.00 and \$400.00 per annum which will have to be pro-rated between the subdivisions of your property. This distribution will have to be on a pro rata basis until the owners construct their residences. At such time as a sufficient number of residences have been erected, the said additional charge would be distributed on the municipal valuation of the respective properties.

In view of the above and the obligation of the municipality to provide payment for any annual charges on the extension which you propose, the Council has decided that it would agree to the extension provided four responsible property owners in your sub-divided area submit a request for this extension. It is presumed that this requirement will not present any hardship as you would not desire to have the extension undertaken unless you had several assured users.

Yours very truly,

E. V. Leipoldt

E. V. Leipoldt,
MAYOR

EVL:JH

P14/C,44

Mathewson and Smith
Barristers & Solicitors

HON. J. ARTHUR MATHEWSON, K.C.
ARTHUR I. SMITH, K.C.
LEONARD A. SETON

Canada Life Building
275 St. James St. W.

CABLE ADDRESS "MATHLAW"
TEL. HARBOUR 8106

Montreal 1, October 22nd, 1947.

C. G. Leavitt, Esq.,
Secretary-Treasurer,
Village of Saraguay,
5180 Queen Mary Road, Apt. 14,
MONTREAL.

Dear Mr. Leavitt,

We have today received and enclose here-
with authentic copy of the Franchise Agreement be-
tween the City of Montreal and the Village of Sara-
guay.

We also enclose the account of L. A.
Marchessault for services rendered in connection
with the preparation of this Deed and the Act of
Acquittance. A copy of this latter document was
forwarded to you some time ago.

Yours faithfully,

Mathewson and Smith

AIS:M.
ENCL.

P14/C,44

VILLE DE MONTRÉAL



CITY OF MONTRÉAL

CANADA

SERVICE DES FINANCES
DEPARTMENT OF FINANCE

DIVISION DES TAXES
TAX DIVISION

HÔTEL DE VILLE,
CITY HALL, May 28, 1948.

The Municipality of the
Village of Saraguay,
c/o Mr. C.G. Leavitt,
Apt. 14, 5180 Queen Mary Road,
Montreal 29.

Dear Sir,

Following our telephone conversation
I send you under this cover the bill for water
rates for the Village of Saraguay, also a copy
of statement entered into between the City of
Montreal and the Village of Saraguay.

Yours truly,

E. Mondor
SUPERINTENDENT

EM/JT
Encl.

P14/C,44

CITY OF MONTREAL

CONTRACT NO. 4,561 PASSED BEFORE NOTARY LOUIS AUGUSTE MARCHESSAULT ON THE 11TH OF AUGUST 1947 AS BETWEEN THE CITY OF MONTREAL AND THE MUNICIPALITY OF THE VILLAGE SARAGUAY, GUARANTEEING AN ANNUAL SUM OF \$712.42 REPRESENTING A CHARGE OF 6% OF \$11,873.72, BEING THE COST OF THE WATER CONDUIT FROM A POINT WHERE THE SAID WATER MAIN IS CONNECTED TO THE CITY'S MAIN ON GOUIN BLVD AT A DISTANCE OF 1449 FEET NORTH EAST OF THE DIVIDING LINE BETWEEN THE CITY OF MONTREAL AND VILLAGE SARAGUAY

Annual guarantee (1947) \$ 712.42

Deduct:

Water tax collected by the City
of Montreal
4977 Gouin Blvd West 45.00

Balance due \$ 667.42

Division of Accountancy
MONTREAL May the 26th 1948

P14/C,44

October 1, 1948.

Public Works Department,
City Hall,
Montreal, P.Q.

Attention: Mr. Frank V. Dowd,
Superintending Engineer.

Re: Your Requisition #7/5.3-946

Dear Sirs,

Referring to your letter of September 3 with reference to the connection to your 8" main in the Village of Saraguay, we wish to advise you that this letter is your authority to undertake this work and that our order number covering the said work is 1-99.

Yours very truly,

C. G. Leavitt,
Secretary-Treasurer.

ENVT
Encl.

P14/C,44

VILLE DE MONTRÉAL



CITY OF MONTRÉAL

CANADA

SERVICE DES FINANCES
DEPARTMENT OF FINANCE

DIVISION DES TAXES
TAX DIVISION

HÔTEL DE VILLE,
CITY HALL, June 2, 1949.

The Municipality of the
Village of Saraguay,
c/o Mr. C. G. Leavitt,
5180 Queen Mary Road, apt. 14,
Montreal 29.

Dear Sir,

Account number "Special"

Enclosed, please find an account
for water rates (1948) in the amount of \$638.92
and a statement in respect of Contract No. 4,561
between the City of Montreal and the Village of
Saraguay.

This amount (\$638.92) is the balance
now due with reference to this "special" account and
your remittance at an early date together with the
enclosed bill will be appreciated.

Yours truly,


SUPERINTENDENT

EM/JT
Encl.

P14/C,44

CITY OF MONTREAL

1948-1949

CONTRACT NO. 4,561 PASSED BEFORE NOTARY LOUIS AUGUSTE MARCHESSAULT ON THE 11TH OF AUGUST 1947 AS BETWEEN THE CITY OF MONTREAL, AND THE MUNICIPALITY OF THE VILLAGE SARAGUAY, GUARANTEEING AN ANNUAL SUM OF \$712.42 REPRESENTING A CHARGE OF 6% OF \$11,873.72, BEING THE COST OF THE WATER CONDUIT FROM A POINT WHERE THE SAID WATER MAIN IS CONNECTED TO THE CITY'S MAIN ON GOUIN BLVD AT A DISTANCE OF 1449 FEET NORTH EAST OF THE DIVIDING LINE BETWEEN THE CITY OF MONTREAL AND VILLAGE SARAGUAY.

Annual guarantee (1948)

\$ 712.42

Deduct:

Water tax collected by the City
of Montreal from 4977 Gouin
Blvd. West

73.50

Balance due

\$ 638.92

Finance Department,
Accounting Division,
MONTREAL, MAY 30, 1949.

P14/C,44

June 29, 1949.

Tax Division,
Dept. of Finance,
City of Montreal,
Que.

Dear Sir,
Enclosed please find a cheque in the amount of \$638.92
covering your statement in respect of Contract No.4561 between
the City of Montreal and the Village of Saraguay.

Would you kindly change our address in your records to
read as above.

Yours very truly,

J. McK. Carswell,
Secretary-Treasurer

APC/JC
Encl.2

P14/C,44

VILLE DE MONTRÉAL



CITY OF MONTRÉAL

CANADA

SERVICE DES FINANCES
DEPARTMENT OF FINANCE
—
DIVISION DES TAXES
TAX DIVISION

HÔTEL DE VILLE,
CITY HALL. , June 27, 1949.

Village of Saraguay,
Office of the Secretary-Treasurer,
11920 Reed St.,
Cartierville, Que.

Attention: Mr. J. McK. Carswell

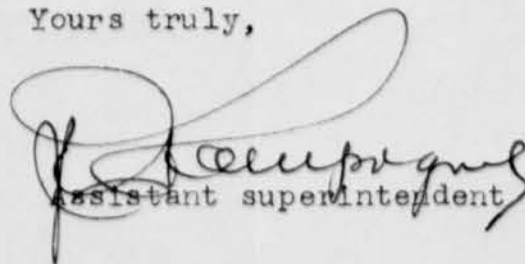
Gentlemen:-

This will acknowledge your letter of the 20th instant, enclosing your cheque in the sum of \$638.92, covering our statement in respect of Contract No. 4561 between the City of Montreal and the Village of Saraguay, as per the official receipt attached hereto.

We have noted your change of address and beg to advise that our records have been corrected accordingly.

Thanking you for your kind co-operation in this matter, we beg to remain,

Yours truly,


Assistant Superintendent

JEC/MJC
encls.

P14/C,44

MONTREAL TRUST COMPANY

EXECUTORS AND TRUSTEES

IN YOUR REPLY REFER
TO
FILE JWT/RD

SAME ADDRESS
"TRUST"

MONTREAL 1

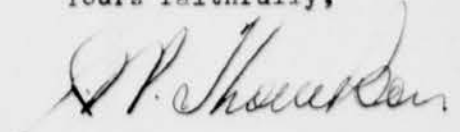
August 9th, 1949.

Office of the Secretary-Treasurer
Village of Saraguay,
11920 Reed Street,
Cartierville, Que.

Dear Sir:

With reference to the enclosed Water
Tax account we do not seem to have any record
of ever paying such an account and we would,
therefore, appreciate a more detailed statement.

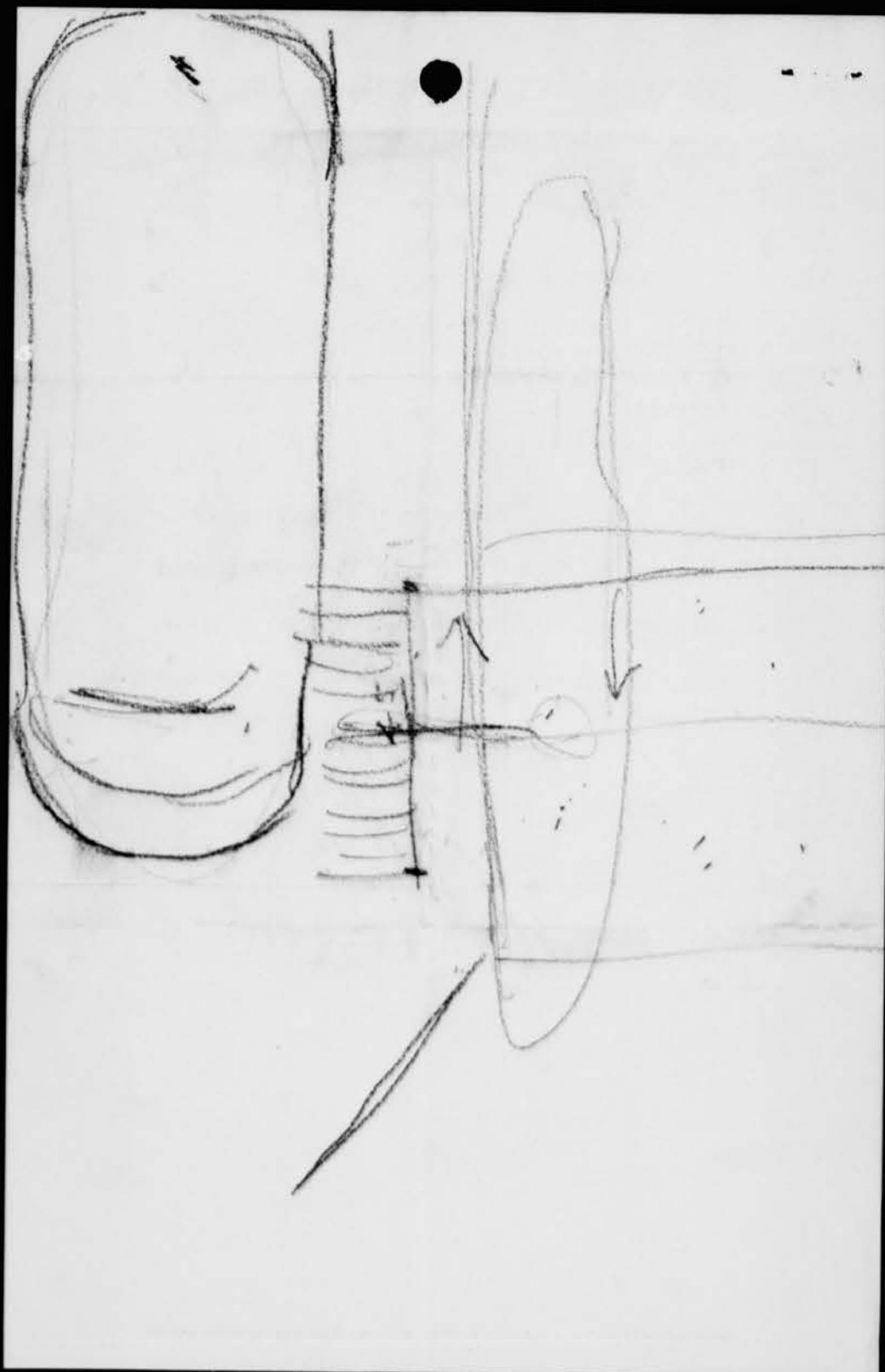
Yours faithfully,



J. W. THOMPSON,
Real Estate Dept.

Encl.

P14/C,44



August 11, 1949

Real Estate Department,
Montreal Trust Company,
Place d'Armes,
Montreal, Que.

Attention: Mr. J.W. Thompson

Gentlemen:

In reply to your letter of August 9th I am returning the enclosed bill and would advise you as follows:-

In June 1947 on petition of over 60% of the taxpayers affected, a by-law, #48, was passed authorizing the City of Montreal to lay a water main along a certain portion of Gouin Boulevard. The City of Montreal was to charge the Village of Saraguay 6% interest on the total capital outlay, which in turn was to be recovered from the taxpayers whose properties were in the area served by the water main. This amount was to be reduced by any charges made against persons who were subsequently connected with the same water main outside the Village of Saraguay.

You will appreciate of course, the fact that a water supply being available to the property belonging to the estate of Hugh Paton will increase the value of this land to a certain extent.

Yours truly,

VILLAGE OF SARAGUAY

J. McK. Carswell,
Secretary-Treasurer.

JMcK/ib

P14/C,44

May 29th, 1950.

The Director,
Water Department,
City Hall,
City of Montreal,
Montreal, P. Q.

Dear Sir:

At a meeting of the Council of the Village of Saraguay held on May 22nd, 1950, approval was granted for the making of a water connection to the property of Mr. J. L. Guay on Part Lot #93, 95 and 96, in the Village of Saraguay, Parish of St. Laurent.

Due to the distance of the house from the road, it is felt that one and a half inch pipe connection will be required to maintain adequate pressure.

Under our water agreement with you, we trust that you will take the necessary action in this matter.

Yours very truly,

JMcKC/jl.

J. McK. Carswell
Secretary-Treasurer.

P14/C,44

VILLE DE MONTRÉAL



CITY OF MONTRÉAL

CANADA

SERVICE DES FINANCES
DEPARTMENT OF FINANCE
DIVISION DES TAXES
TAX DIVISION

HÔTEL DE VILLE.
CITY HALL.

November 2, 1950.

The Corporation of the Village,
of Saraguay,
c/o Mr. G.M. Carswell,
11,920 Reed,
Montreal, P.Q.

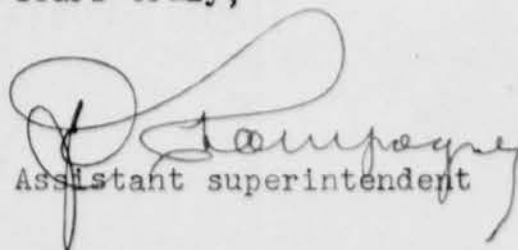
Gentlemen:-

re: Account no. 950001

Enclosed please find an account
for water rates (1949 in the amount of \$655.42
and a statement in respect of Contract no. 4,561
between the City of Montreal and the Village of
Saraguay.

This amount \$655.42 is the
balance now due with reference to the guarantee
of 6% of the cost of the work extension of the
water main on Boulevard Guin.

Yours truly,


Assistant superintendent

JEC/MJC
encls.

P14/C,44

CITE DE MONTREAL

1949-50

CONTRACT NO 4,561 PASSED BEFORE NOTARY LOUIS AUGUSTE MARCHESSAULT ON THE 11TH OF AUGUST 1947 AS BETWEEN THE CITY OF MONTREAL, AND THE MUNICIPALITY OF THE VILLAGE SARAGUAY, GUARANTEEING AN ANNUAL SUM OF \$712.42 REPRESENTING A CHARGE OF 6% OF \$11,873.72, BEING THE COST OF THE WATER CONDUIT FROM A POINT WHERE THE SAID WATER MAIN IS CONNECTED TO THE CITY'S MAIN ON GOUIN BLVD AT A DISTANCE OF 1449 FEET NORTH EAST OF THE DIVIDING LINE BETWEEN THE CITY OF MONTREAL AND VILLAGE SARAGUAY.

Annual guarantee (1949)

\$ 712.42

Deduct:

Water tax collected by the City
of Montreal from 4977 Gauin
Blvd West

57.00

Balance due

\$ 655.42

Finance Department,
Accounting Division,
MONTREAL, OCTOBER 23, 1950

P14/C,44

NO DE COMPTE ACCOUNT NO.		LIEUX OCCUPÉS PREMISES OCCUPIED				
950001		SPECIAL				
OCCUPANT		THE CORPORATION OF THE VILLAGE OF SARAGUAY C/O G.W. CARSWELL 11,920 Road			DÙ LE 1ER SEPTEMBRE 1951 PAYABLE 1ST SEPTEMBER 1951	
NO DE COMPTE ACCOUNT NO.	VALEUR LOCATIVE ANNUELLE EN \$ ANNUAL RENTAL VALUE IN \$	DIVERS SUNDRIES	MONTANT DE LA TAXE AMOUNT OF TAX	SURTAXE SUR TAX 8%	MONTANT BRUT GROSS AMOUNT	MONTANT NET NET AMOUNT
Balance due for the year 1951 in respect of the guarantee of 6% of the cost of the work extension of the water main on Gouin Blvd.						
APRÈS LE 1ER SEPTEMBRE 1951, L'INTÉRÊT EXIGIBLE EST DE 5% PAR AN. AFTER 1ST SEPTEMBER 1951, INTEREST MUST BE PAID AT 5% PER ANNUM.				INTÉRÊT INTEREST	648.42	SI PAYÉ LE OU AVANT LE 1ER SEPT. IF PAID ON OR BEFORE 1ST SEP
COPIE DU CAISSIER		NE PAS DÉTACHER DU COMPTE DO NOT DETACH FROM BILL				CA

P14/C,44

VILLE DE MONTRÉAL



CITY OF MONTRÉAL

CANADA

SERVICE DES FINANCES
DEPARTMENT OF FINANCE
—
DIVISION DES TAXES
TAX DIVISION

HÔTEL DE VILLE.
CITY HALL.

July 11, 1951

The Municipality of the
Village of Saraguay,
c/o Mr. G.W. Carswell,
11920 Reed Street,
Cartierville.

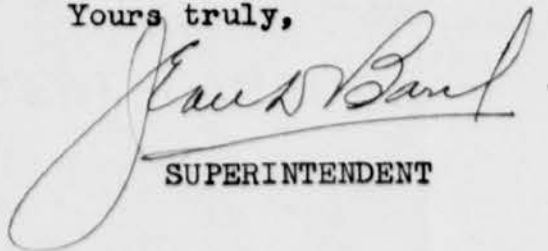
Dear Sir,

Special account no. 950001

Attached please find a bill for
water service in the amount of \$645.19, representing
the balance due for the year 1950 in respect of
the guarantee of 6% of the cost of the work extension
of the water main on Gouin Boulevard, as per contract
no. 4561 of August 11, 1947.

An early remittance will oblige.

Yours truly,


SUPERINTENDENT

JDB/AL
Encl.

P14/C,44

CITE DE MONTREAL

FISCAL YEAR 1950-51

Contract No 4561 passed before notary L.-A. Marchessault on the 11th of August 1947 as between the City of Montreal, and the Municipality of the Village Saraguay, guaranteeing an annual sum of \$712.42 representing a charge of 6% of \$11,873.72 being the cost of the water conduit from a point where the said water main is connected to the City's main on Gouin Blvd, at a distance of 1449 feet north east of the dividing line between the City of Montreal and Village Saraguay.

Annual guarantee	\$ 712.42	
Deduct		
Water Tax collected by the City of Montreal from 4977 Gouin Blvd. West	67.23	
	<hr/>	
		\$ 645.19
		<hr/> <hr/>

Finance Department
Accounting Division
July 9th 1951

C O P Y

February 8, 1955

His Worship,
Mayor Jean Drapeau,
City of Montreal.

Dear Mr. Mayor,

The Village of Saraguay obtains its water supply from the City of Montreal under a contract executed some years ago. Unfortunately, the service has been extremely bad during the past six months, and the residents have appealed to me to ask your assurances that everything reasonable will be done to improve the situation.

The circumstances are as follows:-

Water is being supplied from Cartierville, through a main located on Gouin Boulevard West. Starting last year, a sewer was being laid for a housing development adjoining the Marlborough Golf Club, and is now being extended to Jasmin Street for a proposed new housing development. The excavation for the sewer line has apparently disturbed the water main, which had been poorly laid initially, and it is probably in a poor condition.

There have been over twelve unscheduled shutdowns of the water supply, and lengthy periods of very low pressure. Two of these shutdowns were of quite long duration - approximately 36 hours in June of last year, and another of 16 hours last month. During the past 24 hours there was another shutdown, of 4 hours.

I need hardly point out to you, Mr. Mayor, the gravity of this condition as it affects the health, the fire protection, and the safety of furnace installations in the various homes.

The work on the sewer will continue for several weeks, and we anticipate that there may be further interruptions in the service.

There is another item that also concerns us, and that is, that the excavation for the sewer crosses the Boulevard to continue up Jasmin Street. There are no side streets west of Jasmin, and it may be necessary to create a temporary road across private property to permit the passing of essential traffic along this highway.

May we count on the co-operation of the departments under your jurisdiction in this problem ?

With assurances of our regard for your kind offices,

I remain

Yours very truly,

E.V. Leipoldt
MAYOR

P14/C,44

VILLE DE MONTRÉAL



CITY OF MONTRÉAL

CANADA

SERVICE DES FINANCES
DEPARTMENT OF FINANCE
—
DIVISION DES TAXES
TAX DIVISION

HÔTEL DE VILLE,
CITY HALL. June 14, 1956

The Municipality of the
Village of Saraguay,
3 Martin Street,
SARAGUAY, P.Q.

Attention Mr. J.-M. Carswell

Gentlemen,

Account No. 980095

I send you herewith a statement
and a bill in the amount of \$640.42 representing the
balance due for the year 1955 in respect of the
guarantee of 6% of the cost of the work extension of
the water main on Gouin Boulevard, as per contract
No 4561 of August 11, 1947.

Yours truly,

Henri Baril
SUPERINTENDENT

JDB/AL
Encl.

P14/C,44

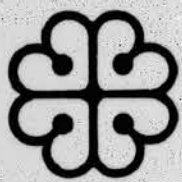
CITY OF MONTREAL
FISCAL YEAR 1955-56

CONTRACT NO. 4561 PASSED BEFORE NOTARY L.A. MARCHESSAULT ON THE 11TH. OF AUGUST 1947 AS BETWEEN THE CITY OF MONTREAL AND THE MUNICIPALITY OF THE VILLAGE SARAGUAY, GUARANTEEING AN ANNUAL SUM OF \$712.42, REPRESENTING A CHARGE OF 6% OF \$11,873.72 BEING THE COST OF THE WATER CONDUIT FROM A POINT WHERE THE SAID WATER MAIN IS CONNECTED TO THE CITY'S MAIN ON GOUIN BOULEVARD, AT A DISTANCE OF 1449 FEET NORTH EAST OF THE DIVIDING LINE BETWEEN THE CITY OF MONTREAL AND VILLAGE SARAGUAY.

Annual guarantee	\$712.42
Deduct:	
Water tax collected by the City of Montreal from 7477 Gouin Blvd West	<u>72.00</u>
	<u>\$640.42</u>

Finance Department
Accounting Division
June 13th, 1956.

P14/C,44



**Dossier de
pièces réunies**

DÉBUT

March 22, 1957

Mr. L. A. Marchessault,
City Hall,
Montreal 1, P.Q.

Dear Sir:

With reference to your letter of December 20th, and a draft of the agreement to supply water by the City of Montreal, this was finally approved by our Council, and the said approval incorporated in our By-law, a certified true copy of which is attached.

I am sorry that we have been on the slow side in finalizing this matter, but would appreciate anything you can do to pass this as quickly as possible, as we are anxious to finalize the matter. Should you require to reach me by telephone, I may be reached at my office at UN 6-1411 or at my home during the evening or Saturday, at RI 4-0388.

With reference to your account in connection with previous agreement drawn, we regret very much the mix-up which caused your account not to be paid, but this was never submitted to the Council for approval and presumably was retained by the lawyer who acted for them.

I take pleasure in enclosing herewith our cheque in full settlement of this account as we certainly do not feel that you should be the one to suffer under the circumstances.

Yours very truly,

J. McK. Carswell
Secretary-Treasurer.

P14/C,44

VILLE DE MONTRÉAL



CITY OF MONTRÉAL

CANADA

NOTAIRE DE LA VILLE
CITY NOTARY

HÔTEL DE VILLE
CITY HALL,
MONTRÉAL 1. December 20th 1956.

Mr. J.Mck Carswell, sec.-treas.,
Village of Saraguay,
Saraguay, P.Q.

Dear Sir:

You will receive with this letter the draft agreement to supply water by the City of Montreal to the Corporation of the Village of Saraguay which was approved by the City Council, of the City of Montreal at its meeting held on December 4th 1956. You will find attached to the enclosed document and bearing the usual certificate of identification:

An extract from the minutes of said meeting dated December 4th 1956 and a copy of a plan prepared by the Department of Public Works, Water Works and Sewrage Division, dated September 6th 1956.

As you will observe, the enclosed draft deed is in conformity with the preliminary form of agreement prepared by Mr. Jean Asselin, of the Public Works Department of the City, dated October 25th 1956 of which, I presume, you received a copy. However, the last clause has not been completed, as I am not sure that the same By-law no.48 adopted under the provisions of article 408 of the Municipal Code on June 12th 1947 would still apply and reference should also be made to the petition dated June 3rd 1947. If said By-law and petition still apply to this proposed agreement, the last sentence thereof will be completed accordingly but I would ask you to let me have a certified copy of said By-law no.48 and of said petition.

I presume that the enclosed draft deed will be submitted in due course to the Municipal Council of the Corporation of the Village of Saraguay. As you know, I will require a certified copy of such resolution.

As soon as the representatives of the Corporation, duly authorized to that effect, are ready to execute the enclosed

P14/C,44

VILLE DE MONTRÉAL



CITY OF MONTRÉAL

CANADA

NOTAIRE DE LA VILLE
CITY NOTARY

HÔTEL DE VILLE
CITY HALL,
MONTRÉAL 1.

- 2 -

draft deed, we could arrange an appointment for signature in my office which will meet the convenience of all parties concerned.

I am enclosing herewith a duplicate of my account for professional services in connection with the previous agreement for water supply and the execution of an acquittance by the City of Montreal. This account was transmitted to Messrs Mathewson and Smith advocates, with my letter of October 20th 1947 which accompanied a copy of the previous agreement executed before me on August 11th 1947 under no.4561. As you will observe, this duplicate of the account was made on November 10th 1951. It was discovered by me with a number of other unpaid accounts. I can assure you that the account was never paid. Of course, I understand that legally, payment of this account can not be enforced.

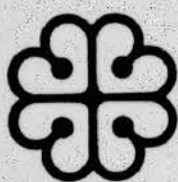
Yours very truly,

A handwritten signature in cursive script, reading "L.A. Marchessault".

L.A. MARCHESSAULT
City Notary

LAM/yb

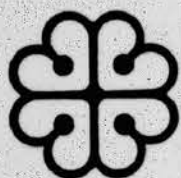
P14/C,44



**Dossier de
pièces réunies**

FIN

P14/C,44



**Dossier de
pièces réunies**

DÉBUT

Procédures à suivre par la Municipalité de SARAGUAY en vue d'obtenir de la CITE DE MONTREAL, la pose de conduites d'eau dans les limites de cette municipalité.

- Contrat du 8 AVRIL 1957 -

- 1.- La Municipalité doit soumettre à la Cité de Montréal une copie des minutes de l'assemblée demandant à la Cité une estimation du coût des travaux à effectuer (voir modèle de résolution A).
- 2.- La Cité transmet à la Municipalité une estimation des travaux demandés avec trois copies d'un croquis préliminaire montrant les travaux proposés et une description desdits travaux (longueur des conduites, nombre de vannes et de bornes-fontaines).
- 3.- La Municipalité retourne à la Cité deux copies du croquis préliminaire dûment approuvées et accompagnées de deux copies des minutes de l'assemblée autorisant la Cité de Montréal d'exécuter les travaux mentionnés dans son estimation. La résolution doit décrire les travaux en question. Elle doit aussi mentionner que la Municipalité garantit à la Cité de Montréal un revenu équivalent à dix pour cent (10%) du coût des travaux requis. (voir modèle de résolution B).

VIGER
JA/mlb

Modèle de résolution A

EXTRACT FROM THE MINUTES OF THE REGULAR MONTHLY
MEETING (or SPECIAL MEETING) OF THE MUNICIPAL
COUNCIL OF THE VILLAGE OF SARAGUAY HELD AT.....
....., ON

WATER MAINS - (locations).....

It was

MOVED by Alderman
SECONDED by Alderman

AND RESOLVED:

"THAT the City of Montréal be requested to submit
estimates for the installation of water mains, valves
and hydrants as follows:

Approx.....lin. ft. (location)

Carried unanimously"

CERTIFIED A TRUE EXTRACT

(signed)

(Name)

City Clerk

SEAL
OF THE
CITY

Modèle de résolution B

EXTRACT FROM THE MINUTES OF THE REGULAR MONTHLY MEETING (or SPECIAL MEETING) OF THE MUNICIPAL COUNCIL OF THE VILLAGE OF SARAGUAY HELD AT
....., ON

WATER MAIN INlocation.....
.....RE: ESTIMATE FROM THE CITY OF MONTREAL

It was

MOVED by Alderman
SECONDED by Alderman

AND RESOLVED:

"THAT the City of Montréal be and is hereby authorized to lay.....(description of works as per estimate from the City).....

THAT the Village of Saraguay guarantees to the City of Montréal a minimum annual revenue equivalent to ten per cent (10%) of the cost of the above works."

Carried unanimously.

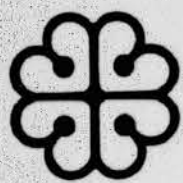
CERTIFIED A TRUE EXTRACT

(signed)

(Name
City Clerk

SEAL
OF THE
CITY

P14/C,44



Dossier de pièces réunies

FIN

ON THIS eighth day of April, one thousand nine hundred and fifty-seven.

BEFORE LOUIS AUGUSTE MARCHESSAULT, the undersigned Notary for the Province of Quebec, residing and practising in the City of Montreal,

APPEARED: THE CITY OF MONTREAL, a body politic and corporate, having its head office and principal place of business at the City Hall, in Ville Marie Ward of the City of Montreal, herein acting and represented by His Worship the Mayor of the City of Montreal, Mtre. Jean Drapeau, Advocate, and Mr. Charles Edouard Longpré, the City Clerk, both residing in the said City of Montreal, duly authorized for the purposes hereof by a Resolution of the Municipal Council of said City, passed at a Meeting thereof held on the fourth day of December last (1956), a certified copy whereof is hereto annexed, signed ne varietur by the said Mayor, the City Clerk and the undersigned Notary, hereinafter called the "CITY"

OF THE FIRST PART:-

AND THE CORPORATION OF THE VILLAGE OF SARAGUAY, a body politic and corporate, having its head office and principal place of business at the Town Hall of said Corporation, in said Municipality, herein acting and represented by His Worship the Mayor, Mr. E.V. Leipoldt, and Mr. J. McK. Carswell, the Secretary-Treasurer, hereunto authorized by By-law no.63 enacted by the Municipal Council of said Municipality, at a Meeting thereof held on the eleventh day of February last (1957),

OF THE SECOND PART:-

WHICH said Parties have made the following preliminary declarations:

That by and in virtue of a certain Agreement bearing date and executed before Mtre. Jean Baudouin, Notary, on the eleventh of March, nineteen hundred and thirty, under no.11,983 of his original minutes, between the parties to the present agreement the City of Montreal agreed to extend its water system into the Municipality of the Village of Saraguay, and entered (into)

into individual agreements with certain residents of the Village of Saraguay to supply their respective properties with water.

That pursuant to the said contracts, the City of Montreal constructed an extension to its water main into the Municipality of the Village of Saraguay, and has since supplied and is presently supplying water to a number of the residents of the said Village of Saraguay, under an agreement with said Municipality dated the eleventh of August nineteen hundred and forty-seven, before Louis-Auguste Marchessault, and bearing no. 4,561 of his original minutes.

That owing to the development of the Municipality of the Village of Saraguay, it is, furthermore, necessary to provide for the future extension of the said water main for both public and private purposes.

That the Municipality of the Village of Saraguay has requested the City of Montreal to enter into the present contract, relative to the supply of water to its Municipality and that the City of Montreal is agreeable to do so, upon and subject to the conditions hereinafter set forth.

W H E R E F O R E these presents and I the said Notary witness:-

That the said City of Montreal doth hereby agree to supply to the said Municipality of the Village of Saraguay the water required to serve the needs of its territory as shown and defined on the plan hereto annexed, identified by the signature of the parties hereto and the undersigned Notary, ne varietur, and only where sewage is disposed of according to the Provincial Board of Health standards.

The present agreement has been thus made upon and subject to the conditions hereinafter expressed, to the fulfilment whereof the said Municipality of the Village of Saraguay binds itself, namely:-

1st. The said City hereby undertakes to furnish water to the said Municipality for a period of ten years, reckoned from the first day of May next (1957).

(2nd.)

2nd. The said water shall be supplied metered to each dwelling from the eight inch (8") water main of the City already existing and situated in Boulevard Gouin, as long as the same may be sufficient.

3rd. The said City hereby agrees to lay its water-service pipes in the streets and lanes within the limits of the said Municipality, at its exclusive cost and expense.

4th. The Municipality hereby grants to the City, free of all charges whatsoever, the right and permission to lay and maintain such water mains and all water service pipes, hydrants and accessories in the streets, lanes and other public properties which are or may hereafter be under the jurisdiction of the Municipality.

The Municipality hereby binds itself to obtain, when required by the City, the necessary rights and servitudes from proprietors on land not belonging to the Municipality of the Village of Saraguay, for any existing or future pipes or water mains whether for local use or not, provided such pipes or water mains are to improve the water system in general.

The City shall not be held to pay rates and assessments, general and special, for its water mains, water service pipes, hydrants, valve chambers and accessories and lands occupied for the purposes of the water works.

5th. The City shall, at its own cost and expense, protect, restore and maintain the said water pipes within the limits of the said Municipality.

6th. The said City shall be liable and responsible for all damages, accidents, losses and costs arising from the laying or the existence of the said pipes, ~~or arising out of the existence of the said pipes,~~ or arising out of the construction of any works carried out in the said streets from the leakage or bursting of the said pipes, from any obstructions left in the said streets, from carelessness of its employees or from any other cause whatsoever resulting from the existence of the said water pipes, it being, however, the intention that the (present)

present clause shall not create any responsibility which does not already exist in law.

7th. The City shall, at its own cost and expense, protect, restore and make good all drains, gas, pipes, water pipes and other works that might be damaged, destroyed, or disturbed during the progress of the said work.

8th. Where water mains are being installed by the City, the Municipality shall maintain the surface of the trench, once back filled by the City, and return the paving, if any, to its former condition progressively and without unnecessary delay in the streets and lanes under its jurisdiction and any private property where water mains are being installed or repaired. The City will pay to the Municipality for such work whichever amount is the lesser of the actual cost to the Municipality or the cost reckoned in accordance with the scale of tariffs exacted by the City for identical work within its territory. However, the City shall not be called upon to pay for such work when the water mains and the sewers are installed or repaired at the same time and in the same trench.

9th. It is clearly understood that, should any change in the level of the aforesaid streets necessitate the lowering of the City's pipes, the same shall be lowered by the City at the expense of the Municipality and the City may require the Municipality to deposit the estimated cost of the work.

Whenever a street or lane under the jurisdiction of the Municipality is crossed by a ditch and a water main is to be laid in said street or lane, the Municipality shall, at its own cost, carry such ditch through a suitable pipe and complete the back filling.

10th. All services or connections from the City's water service-pipe up to the street line shall be laid by the said City and the applicant for a water service shall pay the cost of same, including the cost of the trench, of any repairs necessary to the pavements and sidewalks, the cost of stop-cocks on pipes as well as of all connections and of all works whatsoever necessary for the water service. (11th.)

11th. Upon application for a water service approved by the Municipality the said applicant shall deposit with the City an amount sufficient to cover the approximate cost of installation and of repairs to the paving and sidewalks over the trench necessary for the installation of the said service, the Municipality binding itself to make good any debt or obligation resulting from said application.

All and any new owner or occupant, shall have no right to use water, unless a new application is made to the City for the same service.

If the cost of the same is less than the amount of the deposit, the balance will be refunded to the applicant, or, if the deposit is insufficient, the balance of the cost will be due by the applicant and the Municipality jointly and severally.

12th. All subsequent repairs to the trench necessary for the installation of the private water services shall be made by the employees of the City and the cost thereof charged to the applicant or subsequent owners as above specified.

13th. The water supplied under the terms hereof shall be of the same quality as that supplied to the citizens of Montreal, the City reserving the right to add fluorine to the water.

14th. The said City shall not be held responsible for damages of any nature or kind whatsoever resulting, or that may result, either directly or indirectly, from the supply or interruption in the supply of water, from the pressure of the water supplied or for any cause whatsoever in connection with the supply herein provided for; it being understood, however, that the said City shall not avail itself of the provisions of the present clause to cut off the supply of water to the said Municipality, except in the cases provided for in the Municipality, except in the cases provided for in the following paragraph.

15th. It is hereby agreed that the said City shall
(have)

have the right at all times to temporarily shut off the water supply hereby agreed to, for the purpose of making repairs to, or for the inspection of, its aqueduct system and moreover, the City shall have the right, at any time, to shut off the water in the event of non-payment by the said Party of the Second Part, during ninety days from maturity, of any accounts due by it and in no event shall the said City be responsible for damages that may be caused by reason of such interruption in the supply of water.

16th. It is also agreed between the parties hereto that an annual charge of ten per cent (10%) on the cost of all future extensions requested by the said Municipality shall be guaranteed and is hereby guaranteed, said charge to be reckoned from the date of completion of such extension and shall be payable in the manner set forth in the preceding paragraph. The cost of any extension requested by the Municipality, as above mentioned, shall be considered a capital expenditure.

17th. The water shall be supplied by the City, to all premises within the limits of the Municipality, by meter at the rate of forty-five cents (\$0.45) per thousand imperial gallons, provided each applicant binds himself to pay all bills at said rate or the minimum charge as set in article 20.

18th. The said City shall supply free of charge, the Municipality of Saraguay within its present limits, with the necessary water for its public Fire Department, for the sprinkling of the streets, for the cleaning of its sewers; the cost of the necessary service pipes being at the expense of the said Municipality, it being understood however, that all water used for other purposes shall be paid at the rate of forty-five cents (\$0.45) per thousand gallons (1000).

19th. The said City hereby undertakes to install fire hydrants upon the request of the said Municipality, the cost and installation of same being considered a capital expenditure on which the charge of ten per cent (10%) is guaranteed and payable in the manner above mentioned. (During)

During the winter months, the said Municipality, at its own expense, shall keep a space around each hydrant free of any accumulation of snow, and this at all times.

At all times the use of the fire hydrants shall be restricted to the sole use and purpose of the Fire Department fighting fires or sprinkling.

20th. It is expressly understood and agreed that in all cases, the minimum charge payable for water supplied shall be at all times the same as that imposed and levied by the City of Montreal in its own territory. Should said rate be changed by amendment to By-law no.1642 or by a new By-law for the consumers of Montreal, then the new By-law for the consumers of Montreal, then the new provisions shall apply to the Municipality of the Village of Saraguay and each of its ratepayers supplied by the City, it being the intention that said minimum rate be the same for both Municipalities, even for water supplied for churches, educational institutions, hospices, orphanages, asylums and other charitable institutions and public hospitals.

21st. The annual rental value which shall be established by the assessors of the Municipality, taking as a basis the annual rental value of a like property situated within the limits of the City of Montreal, the City reserving the right to examine and revise such assessment for the purposes of the present agreement.

22nd. The said Municipality of the Village of Saraguay shall supply, free of charge, to the City of Montreal, each year, a copy of its annual valuation and rental value roll covering all immovable properties of its territory, supplied with water by the said City, and notify the City, Water Tax Department, of any change of said roll resulting from change of ownership or occupancy.

23rd. It is also agreed that the special rates to be imposed for the use of water in the preparation of building materials and construction shall be the same as those imposed at all times to the customers in the City of Montreal, by By-law no.1642, and future amendments said rates to be payable in advance.

(24th.)

24th. Every owner of a building or property whatsoever, supplied with water by the City, shall have inside his building, in a suitable and convenient place, a stop-cock for the water supplied to him, which said stop-cock shall be kept frost-proof. When there are separate and distinct distribution pipes for the tenants, sub-tenants or occupants, each such pipe shall also be provided with a stop-cock.

25th. The proprietor of a building occupied by two or more tenants, sub-tenants or families, shall be liable for the amount due for the water supplied to such tenants, sub-tenants or families occupying such building, unless a separate and distinct supply pipe has been put into such building by the proprietor thereof for each such tenant, sub-tenant or family occupying a separate apartment or separate apartments in such building, in such manner that the City may, at any time, control the supply of water to each of such tenants, sub-tenants or families, as in the case of buildings occupied by a single tenant, but, even in the latter case, of a separate service, the proprietor shall be liable for the payment of the water tenants who have leases for a month or less.

26th. Such liability shall apply to any proprietor of a row of dwelling-houses or tenements contiguous to one another, who refuses or neglects to provide such house or tenement with a separate and distinct service pipe; such liability also applies to the proprietor in all cases when the number of tenants, sub-tenants or families in a dwelling-house is such that it is impossible to provide a separate service pipe for each of them, and it shall be lawful for the City in such cases to exact from the proprietor the ordinary price of water for each such tenant, sub-tenant or family.

27th. The officers of the City shall have right of access to such stop-cocks whenever required for the purposes of the administration of the water works, and may turn off and seal the same, and they alone shall have the right to open said stop-cocks and break the seal thereof. (28th.)

28th. The meters shall, in all cases, be furnished by the City and placed in a position designated by the said City, the rental for such meters to be charged at the rates set in By-law No.1642, Whenever, the building to be supplied with water is built in proximity to the street line, the meter shall be installed in a suitable place inside the said building A cleared and unobstructed passage-way to the meter must, at all times, be maintained for the City inspectors. The consumer shall be held responsible for such protection of the meter against injury, theft or frost.

29th. Whenever the premises to be supplied with water are situated at a distance from the street line, the Superintendent of the Water-Works may required that a suitable meter chamber, with drain connection, be provided by the consumer. The consumer shall be held to protect the said chamber and its contents against injury, theft, or frost and to see that the meter is, at all times, accessible and that the chamber is kept clean.

30th. Every person using a meter shall comply with all the rules and regulations which are or may be established by by-law or Resolution of the City.

31st. The price of the water consumed and the rental of the meters furnished by the City shall be paid quarterly, namely: for the quarter ending on the thirty-first of January, the amount shall be payable on the first of March; for the quarter ending on the thirtieth of April, the amount due shall be payable on the first of June; for the quarter ending on the thirty-first of July, the amount due shall be payable on the first of September and for the quarter ending on the thirty-first of October, the amount due shall be payable on the first of December.

32nd. All water pipes laid on private ground and connected with the City water pipe system shall be of sufficient depth to protect them against possible injury from frost, i.e., with at least six (6) feet of cover.

33rd. If any person causes or allows any water
(pipe)

pipe, valve, stop-cock, cistern, water-closet, bath or other apparatus to be out of repair, or to be so used or contrived that the water supplied from the water work, be wasted, or unduly consumed, or if he refuses access to the meter, or if he refuses or neglects to pay the rate lawfully imposed for the water supplied to him, for thirty days after the same is due and payable, the City may cut off the water and discontinue the supply so long as the cause of complaint is not removed; which shall not, however, exempt such person from the payment of such rate, as if the water had been supplied to him without interruption.

The Municipality shall not permit the installation of any plumbing fixture device or arrangement which will provide a cross-connection between the City distributing system of water and any plumbing system, or permit or make possible the back flow or sewage into the water supply system.

The Municipality shall not permit any water closet or urinal bowl to be supplied directly from a water system through a flushometer or other valve, unless such valve be so set above the water closet or urinal as to prevent any possibility of polluting the water supply.

It is understood that the Municipality will cooperate with the City in the application of By-law 1203 concerning the maintenance of the quality of the City water and of By-law 2034 concerning the use of water.

Water supplied to permanent swimming pools shall be recirculated. No independent water service will be installed to supply swimming pools.

34th. If the water rate herein stipulated is not paid when it becomes due, the amount unpaid shall bear interest at the rate charged to the ratepayers of the City of Montreal.

35th. It is understood that should the said Municipality of the Village of Saraguay be annexed to the City of Montreal during the existence of the present agreement, the said agreement shall thereupon terminate, as from the date of annexation and in such an event, the citizens of the Municipality(of)

of the Village of Saraguay, as regards the said supply of water, shall, following such annexation, be subject to the same treatment as is enjoyed by the ratepayers of the City of Montreal.

36th. The said Municipality of the Village of Saraguay shall pay the cost of these presents and of a copy thereof for the said City.

37th. In consideration of the foregoing, it is understood and agreed that the agreement entered into between the City of Montreal and the Village of Saraguay on the eleventh of August, nineteen hundred and forty-seven, executed before Louis Auguste Marchessault, Notary, as above set forth, is hereby cancelled and annulled, and the parties hereto grant, each unto the other, a full, final and complete release and discharge from and in respect of the said agreement and of any and all obligations arising out or in any way pertaining thereto.

38th. Notwithstanding the 3rd article of the present agreement, the Municipality will, at its expense, according to the City specifications and under its supervision, build the extensions immediately required in Gouin Boulevard and in the loop to be opened on lots 107 and 108, east of Gouin Boulevard.

39th. The present agreement, after the first of May nineteen hundred and sixty-seven, shall continue automatically for another year and thence from year to year. However, on six-months notice before the expiration of the ten years, either party can terminate the present agreement, or, in case of automatic extension of the Agreement, on six-months notice before the end of such extension period.

THESE PRESENTS have been thus entered into on the part of the City of Montreal in conformity with the resolution of the Municipal Council herein before referred to.

And on the part of the Municipality of the Village of Saraguay, in conformity with By-law no.63 duly adopted under the provisions of Article 408 of the Municipal Code on the eleventh day of February last (1957) in accordance with the petition signed by more than two thirds of the owners of immoveable properties

ties situated in that part of the Village of Saraguay to be served with water.

WHEREOF ACTE

DONE AND PASSED at the City of Montreal, on the r-
day, month and year herein first written under the number thirteening
thousand two hundred and forty-eight of the original minutes of
said Mtre. Marchessault, and after due reading hereof the Mayor
has signed these presents and the City Clerk has countersigned the
same and affixed hereto the seal of the Corporation of the City
of Montreal and said Party of the Second Part has also signed,
the whole in presence of said Notary, also hereto subscribing.

(Signed) E.V. LEIPOLDT, Mayor

J. McK. CARSWELL, Secretary-Treasurer

THE CITY OF MONTREAL

JEAN DRAPEAU, Mayor

(Seal) C.E. LONGPRE, City Clerk

L. AUGUSTE MARCHESSAULT, Notaire

TRUE COPY of the original hereto remaining of
record in my office. Ten words struck out are null.

L. Auguste Marchessault
Notaire

No. 13,248

April 8th, 1957

AGREEMENT TO SUPPLY WATER

— by —

THE CITY OF MONTREAL

— to —

THE CORPORATION OF THE VILLAGE OF
SARAGUAY

COPY 1st.

L.AUGUSTE MARCHESSAULT, Notaire

CITY HALL

MONTREAL

P14/C,44

P14/C,44

VILLE DE MONTRÉAL



CITY OF MONTRÉAL

CANADA

SERVICE DES FINANCES
DEPARTMENT OF FINANCE

DIVISION DES TAXES
TAX DIVISION

HÔTEL DE VILLE.
CITY HALL. May 22, 1957

The Municipality of the
Village of Saraguay,
3 Martin Street,
SARAGUAY, P.Q.

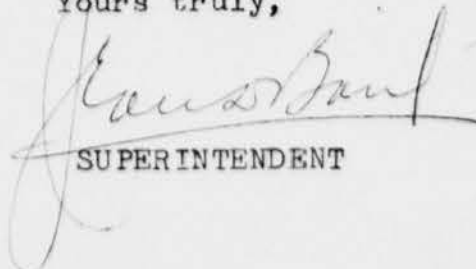
Attention Mr. J.-H. Carswell

Gentlemen,

Account No. 980095

I send you herewith a
statement and a bill in the amount of \$673.04
representing the balance due for the year
1956 in respect of the guarantee of 6% of the
cost of the work extension of the water main
on Gouin Boulevard, as per contract No.4561
of August 11, 1947.

Yours truly,


SUPERINTENDENT

JDB/AL
Encl.

Para 18 of Agree -

P14/C,44

CITY OF MONTREAL

FISCAL YEAR 1956-57

CONTRACT NO 4561 PASSED BEFORE NOTARY L.A. MARCHESSAULT, ON THE 11TH OF AUGUST 1947 AS BETWEEN THE CITY OF MONTREAL AND THE MUNICIPALITY OF THE VILLAGE SARAGUAY, GUARANTEEING AN ANNUAL SUM OF \$712.42, REPRESENTING A CHARGE OF 6% OF \$11,873.72 BEING THE COST OF THE WATER CONDUIT FROM A POINT WHERE THE SAID WATER MAIN IS CONNECTED TO THE CITY'S MAIN ON GOUIN BOULEVARD, AT A DISTANCE OF 1449 FEET NORTH EAST OF THE DIVIDING LINE BETWEEN THE CITY OF MONTREAL AND VILLAGE SARAGUAY

Annual guarantee	\$	712.42	
Deduct:			
Water tax collected by the City of Montreal from 7477 Gouin Boulevard west		<u>39.38</u>	
	\$		<u>673.04</u>

Finance Department
Accounting Division
May 21, 1957

P14/C,44

July 22, 1957

Department of Finance,
Tax Division,
City of Montreal,
City Hall,
Montreal, P.Q.

Dear Sirs:

I am returning herewith your water bill covering account No. 980095, inasmuch as we feel that an error has been made in it. The amount is approximately \$30.00 more than last year, and this may be due to the fact that the residence at 774 Gouin Boulevard West may have been vacated, and therefore, no water being consumed. However, under Paragraph 18 of our Agreement with you, when the water main was extended to our Village, it also had to be extended to a part of the City of Montreal (Cartierville). The Agreement states that the annual guarantee would be reduced by the amount of water charges collected from the individuals in the area served by this extension in the City of Montreal.

We notice that two new residences were added to this line a couple of years ago. They are part Lot 92 of the cadastral plan and are served by private road running north from Gouin Boulevard, north to the river. The most northern of the two residences is owned by Mr. Leopold Demers. The name of the other owner is unknown and so are the civic numbers.

We would appreciate it very much if you could look into this matter for us and make the necessary adjustment for the past couple of years.

Yours very truly,

VILLAGE OF SARAGUAY

J. McK. Carswell
Secretary-Treasurer.

JMK:pm

P14/C,44

VILLE DE MONTRÉAL



CITY OF MONTRÉAL

CANADA

SERVICE DES FINANCES
DEPARTMENT OF FINANCE

DIVISION DES TAXES
TAX DIVISION

HÔTEL DE VILLE.
CITY HALL. November 15, 1957.

The Corporation of the
Village of Saraguay,
3 Martin St.,
Saraguay Village, QUE.

Attention Mr. J.-M. Carswell

Gentlemen: -

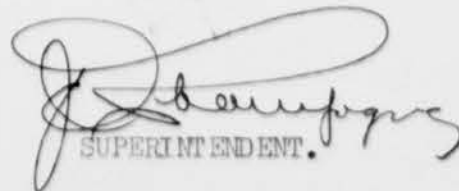
Re: Water Tax -
account No 980095

The delay in replying to
your letter of July last, was due to the fact that
we had to contact the Public Works Department of the
City of Montreal, in order to have the necessary
information, which is now completed.

We are now pleased to enclose
herewith, a corrected account, pertaining to your
water tax for the fiscal year 1956-57, which amounts
to \$188.80 .

If any further information is
required, we will be pleased to answer them upon request.

Yours truly,


SUPERINTENDENT.

JEC/hs
encls.

CITY OF MONTREAL
FISCAL YEAR 1956-57

CONTRACT NO 4561 PASSED BEFORE NOTARY L.A. MARCHESSAULT ON THE 11th OF AUGUST 1947, BETWEEN THE CITY OF MONTREAL AND THE MUNICIPALITY OF THE VILLAGE SARAGUAY, GUARANTEEING AN ANNUAL SUM OF \$712.42, REPRESENTING A CHARGE OF 6% OF \$11,873.72, BEING THE COST OF THE WATER CONDUIT FROM A POINT WHERE THE SAID WATER MAIN IS CONNECTED TO THE CITY'S MAIN, ON GOUIN BOULEVARD, AT A DISTANCE OF 1449 FEET NORTH EAST OF THE DIVIDING LINE BETWEEN THE CITY OF MONTREAL AND VILLAGE SARAGUAY

Annual guarantee	\$ 712.42	
Deduct:		
Water tax collected by the City of Montreal		
7477 Gouin Boulevard	\$ 39.38	
7955 " "	112.52	
7965 " "	<u>112.52</u>	
		<u>264.42</u>
		\$ 448.00
Deduct:		
Amount overpaid on charge of fiscal year 1955-56		259.20
		<u>259.20</u>
	Balance due	<u><u>\$ 188.80</u></u>

"CORRECTED STATEMENT"

FINANCE DEPARTMENT,
Division of accountancy,
November 14th, 1957.

P14/C,44

CITY OF MONTREAL

FISCAL YEAR 1955-56

CONTRACT NO 4561 PASSED BEFORE NOTARY L.A. MARCHESSAULT ON THE 11th OF AUGUST 1947, BETWEEN THE CITY OF MONTREAL AND THE MUNICIPALITY OF THE VILLAGE SARAGUAY, GUARANTEEING AN ANNUAL SUM OF \$712.42, REPRESENTING A CHARGE OF 6% OF \$11,873.72, BEING THE COST OF THE WATER CONDUIT FROM A POINT WHERE THE SAID WATER MAIN IS CONNECTED TO THE CITY'S MAIN, ON GOUIN BOULEVARD, AT A DISTANCE OF 1449 FEET NORTH EAST OF THE DIVIDING LINE BETWEEN THE CITY OF MONTREAL AND VILLAGE SARAGUAY

Annual guarantee		\$ 712.42	
Deduct:			
Water tax collected by the City of Montreal			
7477 Gouin Boulevard	\$ 72.00		
7955 " "	129.60		
7965 " "	129.60		
		<u>331.20</u>	
Amount paid June 27/56			\$ 381.22 640.42
			<u> </u>
	Overpaid	\$ 259.20	<u> </u>

This amount is deducted from charge of fiscal year 1956-57.

"CORRECTED STATEMENT"

FINANCE DEPARTMENT,
Division of accountancy,
November 14th, 1957.

P14/C,44

August 26, 1960

Department of Municipal Affairs,
Province of Quebec,
Quebec, P.Q.

Dear Sirs:

At a meeting of Council held on August 24, the question of water supply and sewers in our Village was discussed. I have been instructed to write to you to find out what assistance can be obtained from the Provincial Government with respect to the cost of a water supply system and sewers. I understand certain subsidies are available for the construction of these works. We would also like to know if these works could come under the winter works programme, and also again what the subsidy would be. We do not intend to put in a water intake and pumping station, but would propose connecting up to the existing City of Montreal system if they are prepared to supply us with water.

During June last we had a visit from a member of your Department who took down the necessary information concerning the extension of our water-main which has been completed, but covers only a part of the Village. We understood that we would hear within a month or so concerning the amount of subsidy paid by the Provincial Government, but to date we have had no communication from them on this subject, and we are very anxious to know how we stand on the matter.

Yours very truly,

VILLAGE OF SARAGUAY.

J. McK. Carswell,
Secretary-Treasurer.

JMcK : pm

September 23, 1960

Mr. Lucien Lallier,
Director, Public Works,
City of Montreal,
275 Notre Dame Street East,
Montreal, P.Q.

Dear Sir:

Below is an Extract from the Minutes of the Meeting of the Council of the Village of Saraguay held on the 22nd of September 1960.

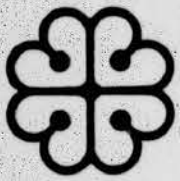
Present:	Mayor	E. V. Leipoldt
	Councillors	T.H.G. Jackson J. M. Cape F. W. Hawke
	Secretary- Treasurer	J. McK. Carswell

"On motion duly proposed by J. M. Cape, seconded by F. W. Hawke, it was unanimously resolved that approval be and it is hereby given to the connection of the residence of Mr. D. E. Scrimshaw of 9150 Gouin Boulevard West, Saraguay, to the water main. It is understood that Mr. Scrimshaw will make application to the City of Montreal, and also will pay all the costs."

CERTIFIED TRUE EXTRACT

J. McK. Carswell,
Secretary-Treasurer.

P14/C,44



**Dossier de
pièces réunies**

DÉBUT

P14/C,44

VILLAGE OF SARAGUAY

Installation of a 1" water service from the proposed extension of the City of Montreal's watermain to properties along Gouin Blvd., Martin Ave., Wood Ave., Green Lane, Le Blanc Ave., Alliance Ave., and Ruisseau Ave..

ESTIMATED COST

<u>Gouin Blvd.</u>	40' width	Unit	Rate	North Qty.	Side Cost	South Qty.	Side Cost
Exc. & backfill with stone dust.....	ft.		3.30	5	17.00	35	115.00
Inst. & supply of 1" lead pipe inc. corp., kerb cocks	ft.		80.00 plus 1.00/ft.	5	85.00	35	115.00
Pavement repairs.....	ft.		1.20	-	-	20	24.00
Sub-totals.....					\$102.00		\$254.00

<u>Green Lane</u>	30' width	Unit	Rate	Near Qty.	Side Cost	Far Qty.	Side Cost
Exc. & backfill with stone dust.....	ft.		3.30	5	17.00	25	83.00
Inst. & supply of 1" lead pipe inc. corp. & kerb cocks	ft.		80.00 plus 1.00/ft.	5	85.00	25	105.00
Pavement repairs.....	ft.		1.20	-	-	15	18.00
Sub-totals.....					\$102.00		\$206.00

<u>Martin Ave. & Wood Ave.</u>	40'	Unit	Rate	Near Qty.	Side Cost	Far Qty.	Side Cost
Exc. & backfill with earth	ft.		1.60	5	8.00	35	56.00
Stone dust.....	ft.		0.66	5	4.00	35	23.00
Inst. & supply of 1" lead pipe inc. corp. & kerb cocks	ft.		80.00 plus 1.00/ft.	5	85.00	35	115.00
Sub-totals					\$97.00		\$194.00

<u>Le Blanc Ave.</u>	25' width	Unit	Rate	Near Qty.	Side Cost	Far Qty.	Side Cost
Exc. & backfill with earth	ft.		1.60	5	8.00	20	32.00
Stone dust.....	ft.		0.66	5	4.00	20	13.00
Inst. & supply of 1" lead pipe inc. corp. & kerb cocks	ft.		80.00 plus 1.00/ft.	5	85.00	20	100.00
Sub-totals.....					\$97.00		\$145.00

Contd. 2

ESTIMATED COST

<u>Alliance Ave</u> 35' width	Unit	Rate	Near Qty.	Side Cost	Far Qty.	Side Cost	
Exc. & backfill with earth	ft.	1.60	5	8.00	30	48.00	
Stone dust.....	ft.	0.66	5	4.00	30	20.00	
Inst. & supply of 1" lead pipe inc. corp. & kerb cocks	ft.	80.00 plus 1.00/ft.	5	85.00	30	110.00	
Sub-totals.....						\$ 97.00	\$178.00

<u>Ruisseau Ave.</u> 20' width	Unit	Rate	Near Qty.	Side Cost	Far Qty.	Side Cost	
Exc. & backfill with earth	ft.	1.60	5	8.00	15	21.00	
Stone dust.....	ft.	0.66	5	4.00	15	10.00	
Inst. & supply of 1" lead pipe inc. corp. & kerb cocks	ft.	80.00 plus 1.00/ft.	5	85.00	15	95.00	
Sub-totals.....						\$ 97.00	\$126.00

NOTE.

It is estimated that it will cost approx. \$2.00 - \$2.50/ft/ complete, to install 3/4" water service from the property line to a house, providing it can be excavated by a machine and that all the work can be carried out at the same time and by one contractor.

PREPARED BY

T.A. Creaney 17 Oct 1960

T.A. CREANEY
BUILDING INSPECTOR
VILLAGE OF SARAGUAY

VILLAGE OF SARAGUAY

PROPOSED EXTENSION OF THE CITY OF MONTREAL'S WATERMAIN ALONG GOUIN BLVD.

TO SUPPLY

MARTIN AVE., WOOD AVE., GREEN LANE, HERVE, LE BLANC AVE.,

ALLIANCE AVE., AND ROUSSEAU AVE..

ESTIMATE OF COST

GOUIN BLVD. From fire hydrant facing lot 108 to Rousseau Ave.

	<u>Length- 2,550'</u>				
Excavation & backfill with					
stone dust on Gouin Blvd....	2,750	cu yd.	@	3.60	9,900.00
Rock excavation.....	694	cu.yd.	@	4.80	3,331.00
Suppl't of 8" c.i. pipe.....	2,550	ft.	@	3.85	9,817.00
Instln. of 8" c.i. pipe.....	2,550	ft.	@	0.96	2,448.00
Instln. & supply of 8" valves	4	units	@	480.00	1,920.00
with brick chambers.....					
Instln. & supply of tees on	6	units	@	96.00	576.00
8" pipe.....					
Instln. & supply of hydrants	3	units	@	780.00	2,340.00
on 8" pipe.....					
Instln. & supply of plug on	1	unit	@	30.00	30.00
8" pipe.....					
Instln. & supply of bends on	3	units	@	90.00	270.00
8" pipe.....					
Pavement repairs.....	2,550	ft.	@	1.20	3,060.00
Digging & levelling of					
ditches along Gouin Blvd....	1,060	cu.yds.	@	0.72	765.00
					<u>34,457.00</u>
				Sub-total.....	

MARTIN AVE. & WOOD AVE.

	Unit	MARTIN AVE.			WOOD AVE.		
		Rate	Length 850'	Cost	Length 1,150'	Cost	
		\$	Qty.	\$	Qty.	\$	
Excavation & backfill							
with earth.....	cu.yd.	1.50	741	1,111.00	1,004	1,506.00	
Rock excavation.....	cu.yd.	4.80	185	888.00	251	1,205.00	
Stone dust	cu.yd.	3.30	178	588.00	241	793.00	
Supply of 8" c.i. pipe...	ft.	3.85	850	3,270.00	1,150	4,430.00	
Instln. of 8" c.i. pipe.	ft.	0.96	850	815.00	1,150	1,104.00	
Instln. & supply of 8"							
valves.....	units	480.00	1	480.00	1	480.00	
Instln. & supply of							
hydrants of 8" pipe....	units	780.00	3	2,340.00	3	2,340.00	
Instln. & supply of							
bends of 8" pipe.....	units	90.00	1	90.00	2	180.00	
Instln. & supply of							
plugs of 8" pipe	units	30.00	1	30.00	-	-	
				Sub-totals.....	\$ 9,612.00	\$ 12,038.00	

Contd. 2.

GREEN LANE & HERVY

	Unit	Rate	GREEN LANE. Length 1100'		HERVY. Length 250'	
		\$	Qty.	Cost \$	Qty.	Cost \$
Excavation & Backfill with stone dust.....	cu.yd.	3.60	960	3,455.00	-	-
Excavation & backfill with earth.....	cu.yd.	1.50	-	-	218	327.00
Rock excavation.....	cu.yd.	4.80	240	1,152.00	54	259.00
Stone dust.....	cu.yd.	3.30	-	-	52	171.00
Supply of 8" c.i. pipe	ft.	3.85	1,100	4,230.00	250	963.00
Instln. of 8" c.i. pipe	ft.	0.96	1,100	1055.00	250	240.00
Instln. & supply of 8" valves.....	units	480.00	1	480.00	1	480.00
Instln. & supply of 8" pipe hydrants.....	units	780.00	3	2,340.00	1	780.00
Instln. & supply of bends of 8" pipe.....	units	90.00	2	180.00	-	-
Instln. & supply of plugs of 8" pipe.....	"	30.00	-	-	-	-
Pavement repairs.....	ft.	1.20	1,100	<u>1,320.00</u>	-	-
Sub-totals.....			\$12	959.00	\$3,220.00	

LE BLANC AVE. & ALLIANCE BLVD.

	Unit	Rate	LE BLANC AVE. Length 400'		ALLIANCE BLVD. Length 510'	
		\$	Qty.	Cost \$	Qty.	Cost \$
Excavation & backfill with earth	cu.yd.	1.50	349	523.00	445	667.00
Rock excavation.....	cu.yd.	4.80	87	417.00	111	533.00
Stone dust.....	cu.yd.	3.30	84	277.00	107	353.00
Supply of 6" c.i. pipe.	ft.	2.50	400	1,000.00	510	1,275.00
Instln. of 6" c.i. pipe	ft.	0.96	400	383.00	510	488.00
Instln. & supply of 6" valves.....	units	150.00	1	150.00	1	150.00
Instln. & supply of hydrants of 6" pipe..	"	780.00	1	780.00	1	780.00
Instln. & supply of bends of 6" pipe.....	units	60.00	1	60.00	-	-
Instln. & supply of plugs of 6" pipe.....	"	20.00	1	<u>20.00</u>	1	<u>20.00</u>
Sub-totals....			\$	3,610.00	\$	4,266.00

Contd. 3.

ROUSSEAU AVE.

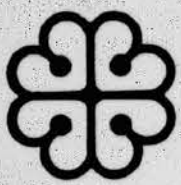
	Unit	Rate	ROUSSEAU AVE. Length 590'	Cost \$
		\$	Qty.	
Excavation & backfill with earth.....	cu.yd.	1.50	575	772.00
Rock excavation.....	cu.yd.	4.80	129	620.00
Stone dust.....	cu.yd.	3.30	124	408.00
Supply of 6" c.i. pipe	ft.	2.50	590	1,475.00
Instln. of 6" c.i. pipe	ft.	0.96	590	566.00
Instln. & supply of 6" valves.....	units	150.00	1	150.00
Instln. & supply of hydrants of 6" pipe..	"	780.00	2	1,560.00
Instln. & supply of bends of 6" pipe.....	units.	60.00	1	60.00
Instln. & supply of plugs of 6" pipe.....	"	20.00	1	<u>20.00</u>
			Sub-total	\$ 5,631.00

TOTAL \$87,173.00

Prepared by

M. Beaudry 17 Oct. 1950
Building Inspector
Village of Saraquay

P14/C,44



**Dossier de
pièces réunies**

FIN

P14/C,44

Province de Quebec

MINISTERE DE LA SANTE

July 7, 1961.

To the Municipal Corporation of the
Village of Saragusy.

- Water mains -

Gentlemen:

The Sanitary Engineering Division of the Ministry of Health has examined the plans prepared by the Water Works and Sewerage Division of the Department of Public Works of the City of Montreal showing the proposed extensions to the water distribution in your Municipality, and the Minister of Health, in virtue of the powers granted to him by Article 56 of the Quebec Public Health Act, approves the plans submitted.

The works will consist in the laying of an 8" water main, on a total distance of 7632 feet at an estimated cost of
\$ 107,600.00.

A central main will be laid in Gouin Boulevard between lots 109 and 116, and in the connecting streets enumerated below: -

Martin Avenue, Wood Avenue, Green Lane, Leblanc Avenue, Alliance Boulevard, Ruisseuu Avenue and in a private Lane between Green and Wood.

According to a By-Law adopted by the Corporation of the Village of Saragusy, the works will be executed and operated by the City of Montreal.

For the Minister of Health

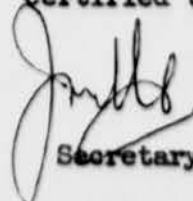
By the Deputy Minister

Jean Gregoire, M.D.

TJL/mpv

Mr. J. McK. Carswell, Sec.-Treas.,
Village of Saragusy,
3 Martin Avenue,
Saragusy, Que.

Certified true copy



Secretary-Treasurer

C O P Y

August 1, 1961

Department of Municipal Affairs
Province of Quebec
Parliament Buildings
Quebec, P.Q.

Attention: Mr. Alfred Nadeau, Q.C.

Dear Sir:

Re: By-Law 69

In reply to your letter of June 12, 1961, enclosed are the documents requested, as follows:-

- 1) notice of motion;
- 2) resolution of the council fixing the polling days;
- 3) public notice calling upon the electors who are proprietors of taxable immoveable property to vote;
- 4) publication of such notice;
- 5) extract from the minute-book showing that report of the result of the vote has been submitted to the council;
- 6) certificate specifying the total number of the owners property interested;
- 7) statement showing the total value of the taxable immoveable property affected by the by-law and the amount of the debts of the Corporation;
- 8) letter from the Minister of Health approving the plans for the proposed works;
- * 9) agreement with the City of Montreal;
- 10) certified true extract from the minutes amending by-law 69.

We trust that this by-law will receive your prompt attention.

Thanking you in advance, I am,

Yours very truly,

J. McK. Carswell
Secretary-Treasurer

JMcKC:pm
Encls.

*This is being forwarded to you today under separate cover.

J.McKC.

August 1, 1961

Re: By-Law No. 69

1) Notice of Motion

Extract from the Minutes of Meeting held on Wednesday, April 5, 1961 re By-Law No. 69, a By-Law to extend the water mains in the Village of Saraguay:-

On motion by Councillor P. J. Katien, seconded by Councillor F. W. Hawke, it was unanimously resolved:-

"THAT notice of motion be given and
By-Law No. 69 read for the first time."

Certified true extract

J. McK. Carswell
Secretary-Treasurer

August 1, 1961

Re: By-Law No. 69

2) Resolution of the Council fixing the polling days

Extract from the Minutes of Meeting held on Thursday, May 4, 1961 re By-Law No. 69:-

On motion by Councillor F. W. Hawke, seconded by Councillor T. H. Jackson, it was unanimously resolved:-

- 1) "THAT the voting of this By-law be fixed for Friday May 26th and Saturday, May 27, 1961,
- 2) THAT Mr. D. E. Scrimshaw be and he is hereby appointed President of the poll for the voting of this By-law,
- 3) THAT the poll be held at the residence of Mr. Scrimshaw on Gouin Boulevard West."

Certified true extract

J. McK. Carswell
Secretary-Treasurer

August 1, 1961

Re: By-law No. 69

- 3) Public Notice calling upon the electors who are proprietors of taxable immoveable property to vote:-

PUBLIC NOTICE

IS HEREBY GIVEN by the undersigned, Secretary-Treasurer of the aforesaid Municipality, THAT:-

By-law No. 69, a By-law to authorize the extension of water mains along Gouin Boulevard and other streets in the Village of Saraguay was approved by the Council of the Village of Saraguay at a meeting held on Thursday, May 4, 1961.

To come into force, this By-law requires the approval, both in number and value, of the proprietors of Lots 109 and all lots to the west of lot 109.

Notice is hereby given that a poll will be held from eight o'clock in the morning to five o'clock in the afternoon on Friday May 26 and Saturday, May 27, 1961 at the residence of Mr. D. E. Scrimshaw, 9150 Gouin West, Saraguay.

If approved by the proprietors this By-law will then be submitted to the lieutenant-Governor in Council for his approval.

Communication of this By-law can be obtained from any one of the councillors or the undersigned.

Voting shall take place between 8 a.m. and 5 p.m.

Certified true copy

J. McK. Carswell
Secretary-Treasurer

August 1, 1961.

Re: By-Law No. 69

4) Publication of such notice

CERTIFICATE OF PUBLICATION

I, the undersigned, residing at 3, Martin Avenue, Saraguay do hereby certify under my oath of office that I have published the public notice hereunto annexed, by posting two copies thereof, at the places designated by the Council, between the hours of eight and nine o'clock in the afternoon on the 13th day of May, 1961.

IN TESTIMONY WHEREOF, I give this certificate, this 13th day of May one thousand nine hundred and 61.

Signed: J. McK. Carswell
Secretary-Treasurer

Certified true copy

J. McK. Carswell
Secretary-Treasurer

August 1, 1961

Re: By-Law No. 69

- 5) Extract from the minute-book showing that report of the result of the vote has been submitted to the council:

Extract from the Minutes of Meeting held on Wednesday, June 14, 1961 re By-law No. 69:-

In Number

Ballots cast for	Yes	36
	No	19
	Rejected	<u>1</u>
Those who voted		<u>56</u>
Total interested		87

In Value

By Valuation Affirmative	\$406,300
By Valuation Negative	229,400
Value Rejected	<u>9,800</u>
Total Valuation Voted	<u>\$645,500</u>
Total Valuation Interested	\$1,060,900

Certified true extract

J. McK. Carswell
Secretary-Treasurer

August 1, 1961

Re: By-Law No. 69

- 6) Certificate specifying the total number of the owners property interested:

It is hereby certified that 87 property owners are interested and have the right to vote on By-law 69, a By-law to extend the water mains in the Village of Saraguay.

Certified true and correct

J. McK. Carswell
Secretary-Treasurer

August 1, 1961

Re: By-Law No. 69

- 7) Statement showing the total value of the taxable immoveable property affected by the By-law and the amount of the debts of the Corporation:

It is hereby certified that the total value of the taxable immoveable property affected by By-law 69 is \$1,060,900.

It is also certified that the total debt of the Corporation of the Village of Saraguay amounts to \$50,000.00.

Certified true and correct

J. McK. Carswell
Secretary-Treasurer

P14/C,44

August 1, 1961

Re: By-Law No. 69

- 8) Letter from the Minister of Health approving the plans for the proposed works:

Attached is a certified true copy of a letter from the Minister of Health, dated July 7, 1961.

J. McK. Carswell
Secretary-Treasurer

August 1, 1961

Re: By-Law No. 69

- 10) Extract from the Minutes of Meeting held on Wednesday, June 14, 1961 amending By-law No. 69

On motion by Councillor F. W. Hawke, seconded by Councillor R. Nadeau, it was unanimously resolved that By-law 69 be and it is hereby amended as follows:

- 1) to replace in paragraph 2 of article II in the second line the words: "water tax" by: "special tax at a sufficient rate, according to the valuation roll in force";
- 2) to replace paragraph 3 of article II by the following one:
"the said tax will be levied only if the revenues from the compensation for the water are insufficient to provide for the payment of the annual instalments;"
- 3) to replace in paragraph 4 of article II the last words: "water tax" by: "special tax."

Certified true extract

J. McK. Carswell
Secretary-Treasurer

P14/C,44



LaFont. 4-8411

MINISTÈRE DES AFFAIRES MUNICIPALES
DEPARTMENT OF MUNICIPAL AFFAIRS
PROVINCE DE QUÉBEC

Our file No. 43238

Quebec, August 7th, 1961.

Mr. J. McK. Carswell,
Sec.-treas. of the municipal corporation,
Village of Saraguay,
Jacques-Cartier County, P. Q.

Re: By-law No. 69.

Dear Sir:

I acknowledge receipt of your letter
of August 1st together with enclosures.

When the tax to be levied is imposed
only on the property-owners interested, the by-law must be approved
by the majority in number and in value of the said property owners.
In the present case ⁷⁷ 87 property owners were entitled to vote, with
a valuation of ^{819.200} \$1,060,900. This means that at least ³⁹ 44 property-owners
interested, with at least ^{409.600} \$530,451.00 valuation, should have voted.
As only ⁵⁷ 36, with a valuation of ^{645.000} \$406,300.00, have voted, ^{in favour} I am sorry to
advise you that the by-law has not been approved according to the pro-
visions of article 774a of the Municipal Code. Your council is bound
to recommence its proceedings.

Yours very truly,

Jean-Louis Doucet, Q.C.
Deputy-Minister

per:

Alfred Nadeau

ALFRED NADEAU, Q.C.
Legal Adviser.

AN/AC

*Telephoned & wrote
details on Aug 11. JH*

P14/C,44

57. oct 87

\$ 645.500 -

406.300 yuo

Residence of the Mayor,
9245 Gouin Boulevard West,

August 11, 1961.

Re: By-law No. 69.

Your file No. 43238

Mr. Alfred Nadeau, Q.C.
Legal Adviser,
Department of Municipal Affairs,
Provincial Government, Quebec.

Dear Mr. Nadeau,

Your letter of August 7th. on the above subject has been brought to my attention and I accordingly spoke to you by telephone this morning. This is in confirmation of our conversation.

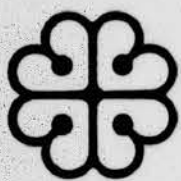
The information submitted with regard to the results of the balloting is correct, unfortunately a clerical error was made in the total valuation and number of voters eligible to vote on this By-law. Included was an undeveloped area not intended to be served at this time. The revised figures now are as follows:

Properties eligible for voting, total value	819.200
Total actually voted	645.500
Voted in favour	406.300
Voted in the negative	229.400
Ballots rejected	9.800
Proprietors eligible to vote, total number	77
Number actually voted	57
Number voted in favour	36
Number voted in the negative	19
Ballots rejected	2

Whereas the the figures tabulated above still show a deficiency by a small margin to qualify under the provisions of article 774a of the Municipal Code, which govern the application for a Loan By-law, we have been advised that our By-law No. 69 comes under the provisions of articles 408.2 and 408.3a and 3b. The proposed works is an extension of the water service owned in part by the City of Montreal to supply a larger area of the Village of Saraguay. The work will be paid for by the City under an agreement that the supplier will receive in revenue a minimum return of ten percent of the installed cost.

We are very anxious to proceed with work before the winter ^{as the} supply of water for adequate fire protection and health is a matter of urgency. ^{Thus we may rec. yr favourable consideration}

P14/C,44



**Dossier de
pièces réunies**

DÉBUT



O N T H I S sixteenth day of January, one thousand nine hundred and sixty-three.

B E F O R E Mtre.LOUIS AUGUSTE MARCHESSAULT, the undersigned Notary for the Province of Quebec, residing and practising in the City of Montreal,

A P P E A R E D: THE CITY OF MONTREAL, a body politic and corporate, having its head office and principal place of business at the City Hall, in Ville Marie Ward of the City of Montreal, hereinacting and represented by His Worship the acting Mayor of the City of Montreal,

Mr.Jean LaRoche, Chiropractor - Psychologist and Mr.Albert Castonguay, the assistant City Clerk, duly authorized for the purposes hereof by a resolution of the Municipal Council of said City, passed at a Meeting thereof held on the eighteenth day of December last (1962), a certified copy whereof is hereto annexed, signed ne varietur by the said acting Mayor, the assistant City Clerk and the undersigned Notary, hereinafter called the "CITY"

OF THE FIRST PART:-

A N D THE CORPORATION OF THE VILLAGE OF SARAGUAY, a body politic and corporate, having its head office and principal place of business at the Town Hall of said Corporation, in said MUNICIPALITY, hereinacting and represented by its Mayor, Mr.E.V.Leipoldt and its assistant Secretary Treasurer, Mr.J.Mc.K.Carswell, hereunto authorized by a resolution of the Municipal Council of the Municipality passed at a meeting thereof held on the twenty-seventh day of December last (1962), a certified copy whereof is hereto annexed, signed ne varietur by the Mayor and the assistant Secretary Treasurer, hereinafter called the "MUNICIPALITY"

OF THE SECOND PART:-

W H I C H said Parties have made the following preliminary declarations:

(WHEREAS)

WHEREAS in terms of an Agreement which was executed before the undersigned Notary on the eighth day of April one thousand nine hundred and fifty-seven under number 13,248 of his original deeds, the CITY agreed to supply to the MUNICIPALITY the water required to serve the needs of its territory, as shown and defined on a copy of plan which has remained annexed to said Agreement, only where sewage is disposed of according to the Provincial Board of Health standards;

WHEREAS the MUNICIPALITY has requested the CITY to extend the water supply system in existence towards the west to serve a zone where the MUNICIPALITY intends to install sanitary sewers and a treatment plant, having obtained all required authorizations to that effect;

WHEREAS since the execution of said Agreement, the MUNICIPALITY has laid at its own expense in Gouin Boulevard, an eight inch (8") water main which the MUNICIPALITY desires to cede and convey gratuitously to the CITY, as hereinafter setforth in the addition to clause 38th of said Agreement;

WHEREAS the Parties hereto moreover deem it advisable to modify and alter said Agreement in the manner hereinafter expressed and to extend the duration of said Agreement which is to expire on the first day of May nineteen hundred and sixty-seven.

WHEREFORE these presents and I the said Notary witness:

1. The CITY hereby agrees to extend the existing water supply system to other parts of the MUNICIPALITY upon the terms and conditions setforth in said Agreement so that the obligation assumed by the CITY to supply water will cover the entire territory of the MUNICIPALITY, as presently existing, as shown on Plan X-1092 prepared by the Public Works Department of the CITY dated the second of October last (1962) which remains hereunto annexed after being signed for identification by the Parties

(hereto)

hereto and the undersigned Notary. This plan shows: the eight inch (8") main laid by the CITY in Gouin Boulevard, referred to in Article 2nd of the conditions of said Agreement, between points "A-B", on said Plan; the eight inch (8") water main laid by the MUNICIPALITY in said Gouin Boulevard between points "B-C" which is to be ceded to the CITY, the extension to the water supply requested by the MUNICIPALITY in its By-law no.69 enacted on the fourth day of October nineteen hundred and sixty-one and approved by the Lieutenant-Governor in Council and by the resolution of the MUNICIPALITY which was passed at a meeting of its Council held on the fifteenth day of November last (1962).

2. The following paragraph is hereby added to said Agreement:

For the maintenance and regular winter inspection of hydrants the CITY will charge to the MUNICIPALITY FIFTY DOLLARS (\$50.00) a year for each hydrant to be paid at the same time and in the same manner as set in Article 31st.

3. The following paragraph is hereby added to Clause 31st of said Agreement:

The price of the water consumed at the rate set in Article 17th and the rental of the meters, to be supplied by the CITY, as set by the CITY in its By-law, or the minimum charge as set in Article 20th, will be paid by each consumer in the same way and at the same time as if the consumers were within the CITY's territory.

4. The following paragraph is added to clause 38th of said Agreement:

The extension built by the MUNICIPALITY in Gouin Boulevard consisting in a length of one thousand eight hundred and sixty-five feet (1,865') of eight inch (8") pipe extending from point B to point C on the annexed plan of the present territory of Saraguay, said plan (bearing)

bearing number X-1092 and dated the second day of November nineteen hundred and sixty-two, is hereby ceded by the MUNICIPALITY to the CITY, in consideration of the fact that the MUNICIPALITY will not be subject to any annual charge or guaranteed minimum revenue for that particular extension, save for the hydrants as set in Article 19th.

5. The duration of said Agreement previously executed between the Parties hereto is hereby extended to the first day of May nineteen hundred and seventy-two in consideration of the additional obligations assumed by the CITY in virtue of the present supplementary Agreement.

6. The MUNICIPALITY shall pay the cost of this deed and of a copy thereof for the CITY.

7. Clause 39th is hereby cancelled and replaced by the following:

39th. The Agreement herein above referred to, executed on the eighth day of April one thousand nine hundred and fifty-seven, the duration of which is extended in virtue of clause 5. of these presents to the first day of May one thousand nine hundred and seventy-two, shall continue automatically for another year from that date and thence, from year to year. However, on six months' notice before said first day of May one thousand nine hundred and seventy-two, either party can terminate such Agreement, or, in case of automatic extension thereof, on six months' notice before the end of any automatic extension period.

8. The terms and conditions setforth in said Agreement dated the eighth day of April one thousand nine hundred and fifty-seven shall remain in full force and effect save as regards the derogations thereto contained in the present supplementary Agreement.

The CITY elects domicile at its City Hall, in the City of Montreal.

The MUNICIPALITY elects domicile at its Town Hall, in the Village of Saraguay.

(WHEREOF)

W H E R E O F A C T E

DONE AND PASSED at the City of Montreal, on the day, month and year herein first written under the number fourteen thousand two hundred and sixty-two of the original minutes of said Mtre. Marchessault, and after due reading hereof the acting Mayor has signed these presents and the assistant City Clerk has countersigned the same and affixed hereto the seal of the Corporation of the CITY and said Party of the Second Part has also signed, the whole in presence of said Notary, also hereto subscribing.

(SIGNED) E.V. LEIPOLDT, Mayor Saraguay

" J. Mc. K. CARSWELL, Assistant
Secretary Treasurer

THE CITY OF MONTREAL

" JEAN LaROCHE, pro-Mayor

(SEAL)" A. CASTONGUAY, Asst. City Clerk

" L. AUGUSTE MARCHESSAULT, Notaire

TRUE COPY of the original hereof remaining of record in my office.

L. Auguste Marchessault
Notaire



EXTRAIT du procès-verbal de la séance du CONSEIL municipal
de Montréal, tenue le 18 décembre 1962.

L'article 78 de l'ordre du jour étant lu pour prendre en délibération
le rapport suivant du Comité exécutif:

ATTENDU que par un contrat passé le 8 avril 1957, la Cité a convenu
de fournir l'eau pour desservir le territoire de la municipalité du village
de Saraguay, à certaines conditions et pour une période de dix ans;

ATTENDU que cette municipalité a demandé à la Cité d'étendre le réseau
de distribution d'eau vers l'ouest, afin de desservir une zone où elle a
l'intention d'installer des égouts et une usine d'épuration;

ATTENDU que depuis l'adoption du contrat du 8 avril 1957, la municipa-
lité a posé à ses frais dans le boulevard Gouin une conduite d'eau de huit
pouces qu'elle désire céder gratuitement à la Cité;

ATTENDU que les parties sont d'avis d'apporter les modifications
suivantes au contrat ci-dessus mentionné:

- 1.- la Cité convient d'étendre le réseau de distribution d'eau
de façon qu'il couvre le territoire entier de la municipalité,
tel qu'il est montré sur le plan X-1092 préparé par le servi-
ce des travaux publics de la Cité, en date du 2 octobre 1962
et annexé audit projet d'acte;
- 2.- ladite municipalité paiera une somme de \$50.00 annuellement
pour l'entretien de chaque borne-fontaine;
- 3.- l'obligation pour les consommateurs de payer leur compte de
la même manière et en même temps que ceux des consommateurs
de la Cité;
- 4.- la cession à la Cité d'une conduite d'eau de huit pouces de
diamètre et de 1,865 pieds de longueur, installée dans le
boulevard Gouin, telle qu'elle est montrée sur le plan
X-1092 précité;
- 5.- la date d'expiration du contrat ci-dessus passé le 8 avril
1957 est fixée au 1er mai 1972, en raison des obligations
additionnelles assumées par la Cité.

ATTENDU que le notaire de la Cité a en conséquence préparé un
projet d'acte comportant entre autres les modifications ci-dessus;

"Vu le rapport fait à ce sujet par le directeur du service des travaux
publics, VOTRE COMITE recommande d'approuver ce projet d'acte, tel qu'il a
été rédigé, et d'autoriser Son Honneur le Maire et le greffier de la Cité
à le signer au nom de la Cité.

LE COMITE EXECUTIF,

Président,

Greffier de la Cité.

Montréal, le 11 décembre 1962. "

Proposé par le conseiller Snyder,
Appuyé par les conseillers Saulnier, Labelle,
Landes, F. Drapeau et Niding,

Que ledit rapport soit adopté.

Et, un débat s'engageant et ladite motion étant mise aux
voix, elle est adoptée et il est

RESOLU: en conséquence.

(Certifié)

Gabriel Morin

Greffier de la Cité.

This is the resolution referred to in
and annexed to a Supplementary Agreement to supply
water by The City of Montreal to The Corporation of
the Village of Saraguay, passed before the under-
signed Notary, this sixteenth day of January nine-
teen hundred and sixty-three.

In Test Veritatis.

(SIGNED) THE CITY OF MONTREAL

JEAN LaROCHE pro-mayor

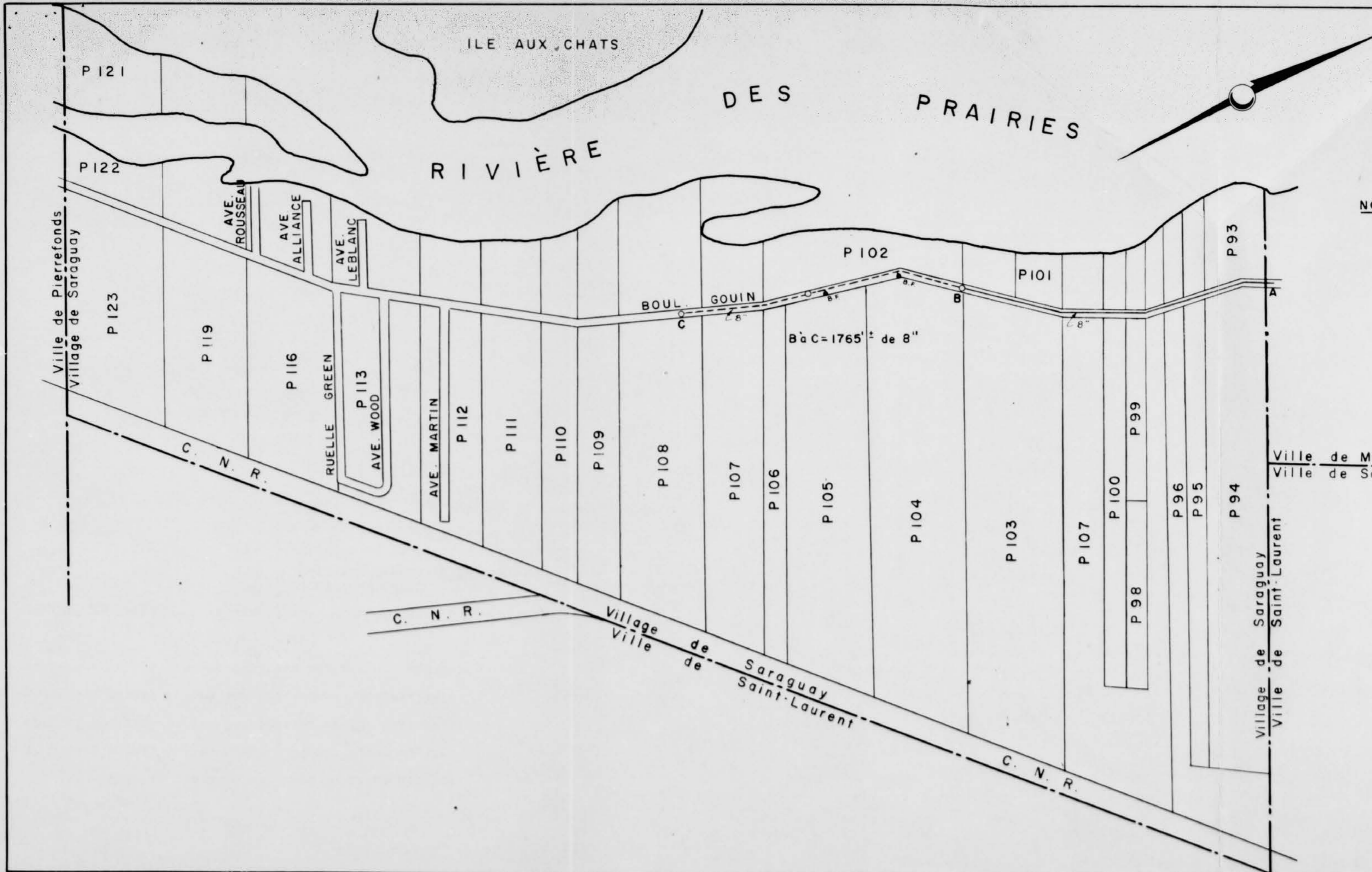
A. CASTONGUAY asst City Clerk

L. AUGUSTE MARCHESSAULT, notaire

TRUE COPY.

L. Auguste Marchessault
Notaire

P14/C,44



NOTE
 — POSÉ PAR VILLE DE MONTRÉAL
 - - - POSÉ PAR VILLAGE DE SARAGUAY

Ville de Montréal
 Ville de Saint-Laurent

CITÉ DE MONTRÉAL
 SERVICE DES TRAVAUX PUBLICS
 DIVISION DES EAUX ET DE L'ASSAINISSEMENT
VILLAGE DE SARAGUAY
 FOURNITURE D'EAU PAR LA
 VILLE DE MONTRÉAL

G. JACQUES	2-10-62	G. JACQUES	2-10-62	J. MARCOTTE	2-10-62	500' = 1"
PRÉPARÉ PAR	DATE	DESSINÉ PAR	DATE	VÉRIFIÉ PAR	DATE	ECHELLE

INGÉNIEUR DE SECTION: *J. Marcotte*
 REMARQUES:

INGÉNIEUR-SURINTENDANT: *G. Guiver*

NO X-1092

FEUILLE 1
 NOMBRE 1

Annexed

This is the plan referred to in an annexed to a Supplementary Agreement to supply water by the City of Montreal to The Corporation of the Village of Saraguay, passed before the undersigned Notary, this sixteenth day of January nineteen hundred and sixty-three.

In Test Veritatis.

(Signed) E.V.Leipoldt, Mayor of Saraguay

J.Mc.K.Carswell,
Assistant Secretary Treasurer
The City of Montreal
Jean La Roche pro-Mayor

(Seal)

A.Castonguay, asst.City Clerk

L.Auguste Marchessault, Notaire

TRUE COPY.

*L. Auguste Marchessault
Notaire*

No.14,262

January 16th, 1963.

SUPPLEMENTARY AGREEMENT TO
SUPPLY WATER

by

THE CITY OF MONTREAL

to

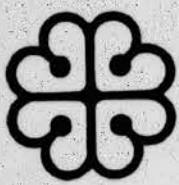
THE CORPORATION OF THE VILLAGE
OF SARAGUAY

1st. Copy

L.AUGUSTE MARCHESSAULT, Notary
CITY HALL,
MONTREAL.

P14/C,44

P14/C,44



**Dossier de
pièces réunies**

FIN

-----May 15th 19 63.

The Corporation of the Village of Saraguay,
3 Martin Avenue,
Saraguay, P.Q.

EN COMPTE AVEC
IN ACCOUNT WITH

L.-A. Marchessault

NOTAIRE - NOTARY
HOTEL DE VILLE - CITY HALL
MONTREAL

MINUTE NO.14,262
January 16th 1963

Professional services in connection with the supplementary agreement for supply of water by the City of Montreal to your corporation including the examination of the docket submitted for the preparation of the deed - interviews and telephone calls - preparation in duplicate of the resolution of your Municipal Council - internal and external correspondence, - identification of the resolution of the Municipal Council of Montreal, of a copy of plan no. X-1092 and of the copy of the resolution of your Municipal Council annexed to the agreement - interview with Mr. E. V. Leopoldt, your Mayor and Mr. Carswell, your assistant secretary treasurer \$ 35.00

First copy of the agreement for your coporation . . . \$ 5.00

Copy of the resolution of the Municipal Council of Montreal with certificate of identification attached to the first copy of the agreement 2.00

Copy of Plan no.X-1092 with certificate of identification annexed to the first copy of the agreement 2.00

Second copy for the City of Montreal 5.00

TOTAL: \$ 49.00

P14/C,44

CITÉ DE MONTRÉAL



CITY OF MONTRÉAL

CANADA

NOTAIRE DE LA CITÉ
CITY NOTARY

UN. 1-3811.
HÔTEL DE VILLE.

May 15th, 1963.

The Corporation of the Village
of Saraguay,
3 Martin Avenue,
Saraguay, P.Q.

Re: Supplementary Agreement to supply
water by the City of Montreal -

Gentlemen:

I take pleasure in sending you herewith the first copy of the supplementary agreement to supply water by The City of Montreal to your Corporation, executed before me on January 16th, 1963, under number 14,262 of my original deeds.

You will find attached to the document transmitted:

Extract from the minutes of a meeting of the Municipal Council of Montreal, dated December 18th, 1962, and copy of Plan X-1092, dated October 2nd, 1962.

You will receive at the same time my account for professional services in connection with such agreement.

Yours truly,

A handwritten signature in cursive script, appearing to read "L.A. Marchessault".

L.A. MARCHESSAULT
CITY NOTARY

LAM/pa

P14/C,44

OFFICIAL RECORD.

VILLAGE OF DE SARAGUAY

OFFICE OF THE SECRETARY-TREASURER
BUREAU DU SECRÉTAIRE-TRÉSORIER
12232 PASTEUR STREET
MONTREAL 12, P.Q.
TELEPHONE: 334-3282
OFFICE HOURS: BY APPOINTMENT
IN THE EVENINGS: 7.30 - 9.00

Residence of the Mayor,
9245 Gouin Boulevard West,
Saraguay, Que.

MONTREAL 12, P.Q., May 16, 1963.

Mr. E. Fournier,
Superintendent Engineer,
Department of Public Works,
City of Montreal.

Re: Extension of the City water supply and
services to the residents of Saraguay.

Dear Sir,

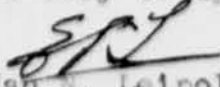
Thank you for your letter of April 22, 1963 on the above subject and as it was both comprehensive and explicit, I was able to present it to our Council meeting last Monday and impress the importance of the various factors and conditions that were stated.

After considerable discussion, it was agreed that a personal approach would be made to the relatively few residents who have not made up their minds regarding the connection. If a reasonable response is not forth coming from these individuals, a By-law will be introduced making it mandatory to take the water supply from the City system, as it is generally considered that a total usage by our residents is essential in order to obtain all the benefits to our community made possible by this installation.

I feel that I should also say a word about the lack of co-operation by the Contractor on the sewage system. Both our supervising engineers and myself have cautioned him on the necessity of compacting the fill properly to your specifications. However, there seems to be a lack of appreciation - common among many of the local contractors - of the rigid requirements for certain types of public works. It would almost appear as if they assume that any sort of slipshod work is good enough for the public. We are experiencing the same problem with the contractor for the sewage treatment plant. The repairs and re-construction to the concrete structure will be far more costly to him than if he had taken reasonable care in the initial construction.

There is an obvious need for some public authority to enforce higher standards of workmanship and, possibly by education, to bring about a re-orientation of the attitude and responsibility of contractors in regard to public works.

Yours very truly,


E. Van W. Leipoldt, P.Eng.,
Mayor