

**THE CORPORATION OF  
THE TOWNSHIP OF WHITEWATER REGION**

**By-Law # 12-08-550**

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BEING A BY-LAW TO AUTHORIZE THE UNDERTAKING OF WORK ON  
MUNICIPAL ROAD ALLOWANCE

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WHEREAS, pursuant to Section 11(2) of the Ontario Municipal Act, 2001, a municipality may pass by-laws respecting matters within their spheres of jurisdiction;

AND WHEREAS Section 11 (2) of the Ontario Municipal Act, 2001 confers the authority to pass by-laws pertaining to highways, including parking and traffic on highways to lower and upper-tier municipalities;

AND WHEREAS Section 26 of the Ontario Municipal Act, 2001 describes what constitutes a highway;

AND WHEREAS Section 9(3) of the Ontario Municipal Act, 2001 describes the scope of by-law making powers;

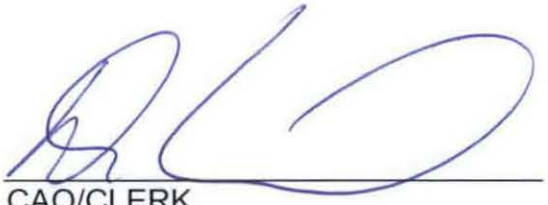
AND WHEREAS the Council of the Township of Whitewater Region is desirous of passing a by-law to regulate the cutting, removal of trees and excavation from municipal road allowances;

NOW THEREFORE the Council for the Township of Whitewater Region enacts as follows:

1. That the regulations pertaining to the cutting, removal of trees and excavation from road allowance which are under the authority of the Municipal Corporation of the Township of Whitewater Region, shall be in accordance with Schedule "A", hereto attached and forming part of this by-law.
2. This by-law shall come into force and take effect upon final passing thereof.

Read a First, Second and finally passed on the third reading this 1st day of August, 2012.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CAO/CLERK

SCHEDULE "A"  
TO BY-LAW 12-08-550

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_,  
BETWEEN

**THE TOWNSHIP OF WHITEWATER REION**  
hereinafter called "the Municipality"

OF THE FIRST PART

AND

\_\_\_\_\_  
Hereinafter called "the Ratepayer"

OF THE SECOND PART

WITNESSETH THAT:

WHEREAS the Municipality owns the Road Allowance described in Schedule "B" hereto attached;

AND WHEREAS the Ratepayer is the owner of the land described in Schedule "C" hereto attached which said lands abut the lands described in Schedule "B" hereto attached;

AND WHEREAS the Ratepayer is desirous of cutting, removing trees and make it passable on that part of the Road Allowance described in Schedule "B" hereto attached which abuts the lands described in Schedule "C" hereto attached,

AND WHEREAS the Municipality is desirous of authorizing the Ratepayer to cut, remove trees and excavate from the area aforesaid;

NOW THEREFORE in consideration of the mutual covenants of the parties, the parties hereto covenant and agree with each other as follows:

1. The Ratepayer shall be permitted to enter that part of the lands described in Schedule "B" hereto attached which abuts the lands described in Schedule "C" hereto attached for the purposes of cutting, removing trees and excavating thereon for the period commencing the \_\_\_\_\_ day of \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_.

Cutting shall be allowed only on the 33' of road allowance abutting the property described in Schedule "B" attached.

2. The Ratepayer shall pay the Municipality an amount decided by Council for this privilege.
3. The Ratepayers agrees:
  - (a) Not to cut other timber than the ones above mentioned and to cut the timber he has been authorized to cut professionally so as not to stop or hinder the growth of smaller trees not included in these presents;
  - (b) To use equipment generally accepted in such cases, so as not to deteriorate the property;
  - (c) Not to cut knowingly trees that are not within the boundaries of the above mentioned lots, the Ratepayer declaring to know the exact

boundaries of said lots and binding himself to take full responsibility for all encroachments;

- (d) To take all necessary precautions to insure himself and the Municipality that no other person or group of persons are cutting timber for the above mentioned lots, the Ratepayer waiving all responsibility for all encroachments;
- (e) Not to transfer whole or part of his rights in the present contract to a Third Party without the prior and written consent of the Municipality;
- (f) To avoid all acts by himself and his employees susceptible to cause a forest fire;
- (g) To leave, at the end of the present contract, the property clean, so as not to hinder the growth of the remaining trees, including the tree trimmings that are usually left behind in similar cases;
- (h) To ensure that all stumps resulting from the aforesaid cutting will be no more than 12 inches in height;
- (i) Not to hold the Municipality responsible for any damages that could occur during the term of the present agreement.

In this regard the Ratepayer covenants and agrees with the Municipality to indemnify and hold harmless the Municipality, its servants, agents, employees and assigns from all liability with respect to any and all actions, causes of actions, claims and demands for damages, loss or injury of any kind howsoever arising which may hereafter be sustained by any party as a direct or indirect consequence of the activities resulting from this agreement.

IN WITNESS WHEREOF the Party of the First Part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the Party of the Second Part has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED  
In the presence of

TOWNSHIP OF WHITEWATER REGION

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
RATEPAYER

Dated at the Township of Whitewater Region this \_\_\_\_\_ day of \_\_\_\_\_.

SCHEDULE "B"

TO BY-LAW #2012-08-550

Legal Description of Road Allowance

SCHEDULE "C"

TO BY-LAW #2012-08-550

Legal Description of Owner's Property