

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 12-11-571

Being a By-Law authorizing Council to enter into an agreement with Agricorp regarding the Rain Gauge Site Agreement.


WHEREAS pursuant to the *Municipal Act, 2001* (Ontario), a Council may enter into Agreements;

AND FURTHER that the Municipal Council for the Township of Whitewater Region deems it beneficial to enter into an agreement with Agricorp for the installation and maintenance of rain gauge equipment on municipal property for the purposes of data collection;

THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts that:

1. The Township of Whitewater Region hereby authorizes the Mayor and Clerk to execute the Rain Gauge Site Agreement with Agricorp (Schedule "A").

READ a First, Second and finally passed on the Third Reading this 7th day of November, 2012.



MAYOR



CAO/CLERK (Interim)



An agency of the Government of Ontario
Un organisme du gouvernement de l'Ontario

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www.agricorp.com

Rain gauge site agreement between Agricorp and site owner Effective March 2013 to November 2015

Site owner identification		
Name White Water Region	Phone number 613-646-2282	Fax number
Mailing address 44 Main St. Cobden, ON K0J 1K0		Email address
Site information		
Site number 7047023		Site name ROSS
Lot and Concession 7 / 4		Civic address 44 Main St. 2271 Mineview Rd.
Geo-township Ross	Latitude and longitude 45.6473 / -76.8387	County/Region Renfrew
Agreement		
Section 1.0 Introduction		
1.1 Definitions		
In this Agreement:		
<ul style="list-style-type: none"> ▪ "Agricorp" means a crown corporation under the Agricorp Act, 1996 ▪ "Site Owner" means the party who owns the property where the rain gauge is located ▪ "Forage Rainfall Plan" (FRP) means the weather derivative plan that insures forage growers against insufficient and excess rainfall ▪ "Agent" means Weather Innovations Incorporated (WIN), the entity contracted to provide rainfall collection services 		
1.2 Purpose of Agreement		
This agreement permits Agricorp and its designated agent to install equipment, collect data, maintain equipment, and/or remove equipment on the site owner's property for the FRP. This agreement permits Agricorp and its designated agent access to the property and rain gauge for a period of three years commencing March 1, 2013 and ending November 1, 2015.		
1.3 Contacts for Agreement		
Agricorp Phone: 1-888-247-4999 Fax: 519-826-4118		
Weather Innovations Incorporated (WIN) Phone: 519-352-5334		

Section 2.0 Provisions

2.1 Site Access

Agricorp and its designated agent shall have access to the site for the purposes of the FRP between March 1 and November 1 (both inclusive) for each year of the contract. Access will be provided between 6 a.m. and 11 p.m., Monday to Saturday. Agricorp or its agent may access the site outside these times for special needs on notice to the owner.

2.2 Disclosure of Personal Information

Agricorp will provide the agent with the site owner's contact information and the location of the rain gauge. The agent will use this information to locate the site to install, monitor and remove equipment and to collect rainfall data. The agent will provide the raw rainfall data collected to Agricorp. Agricorp will use the rainfall data to determine forage claims by rain gauge site for all insured customers. Locations of rain gauge sites will be released to insured customers. The agent may use the information and rainfall data, as well as disclose it to others.

By signing this agreement, the site owner agrees to the information and data being used by Agricorp and the agent for the purpose set out herein.

Section 3.0 Agreement Details

3.1 Information sharing

All data collected at the site will be available at www.agricorp.com throughout the season. A summary of the seasonal rainfall may be mailed to the site owner upon request.

3.2 Constraints to the Forage Rainfall Plan (FRP)

If a site owner participates in the FRP, he/she cannot use the data collected by the rain gauge site on his/her property for insurance purposes. The site owner may choose an adjacent site or request to have the station moved off the property.

3.3 Payment for Use of Site

Agricorp will pay site owners \$100/site/year or part thereof that a rainfall station is located on the property. If the rainfall station is removed prior to May 1 in any year, the site owner will not receive \$100 for that year.

3.4 Termination Clause

Either party may terminate this Agreement, without cause and without any liability whatsoever, upon written notice to the other party. Agricorp or its agent shall be entitled to have access to the site for two weeks following notification of termination for the purpose of removing of the equipment. In the event of the sale of the property on which the rainfall station is situated, the owner shall notify Agricorp.

3.5 Liability

Agricorp and the agent each carry liability insurance for the purposes of this agreement.

Section 4.0 Approvals

I have read and agree to the terms in this contract:

Signature of site owner

JAMES LABON, MAYOR
Interim CAO

Date

November 7, 2012

Signature of Agricorp representative

B Brander

Date

October 22, 2012