

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

By-Law # 13-07-636

Being a By-Law authorizing Council to enter into an agreement with MacGregor Concrete Products (Beachburg) Limited regarding the undertaking of work on a Municipal Road Allowance


WHEREAS, pursuant to the Municipal Act, S.O. 2001, a Council may enter into Agreements;

AND FURTHER that the Municipal Council for the Township of Whitewater Region is desirous to enter into an agreement with MacGregor Concrete Products (Beachburg) Limited regarding the undertaking of work on a Municipal Road Allowance;

NOW THEREFORE the Council for the Township of Whitewater Region enacts that:

1. The Township of Whitewater Region hereby authorizes the Mayor and Clerk to execute an agreement with MacGregor Concrete Products (Beachburg) Limited regarding the undertaking of work on a Municipal Road Allowance (Schedule A).
2. This by-law shall come into force and take effect upon final passing thereof.
3. All By-Laws or parts of By-Laws previously passed that are inconsistent with the provisions of By-Law 13-07-636 are hereby repealed.

Passed this 17th day of July, 2013.



MAYOR Jim Labow



CAO/Clerk Christine FitzSimons

SCHEDULE "A"
TO BY-LAW 13-07-636

THIS AGREEMENT made in duplicate this 17th day of July, 2013

BETWEEN

THE TOWNSHIP OF WHITEWATER REGION
hereinafter called "the Municipality"

OF THE FIRST PART

AND

MacGregor Concrete Products (Beachburg) Limited
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 desirous of cutting, removing trees and making 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 17th day of July, 2013 and ending the 1st day of November, 2013.

Cutting shall be allowed only on the 33' of road allowance abutting the property described in Schedule "C" attached. Trimming shall be allowed on the 66' of road allowance abutting the property described in Schedule "C" attached as required.

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;

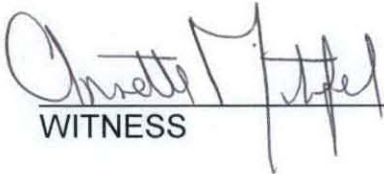
- (d) To take all necessary precautions to insure himself and the Municipality that no other person or group of persons are cutting timber for the above mentioned lots, the Ratepayer waiving all responsibility for all encroachments;
- (e) Not to transfer whole or part of his rights in the present contract 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.

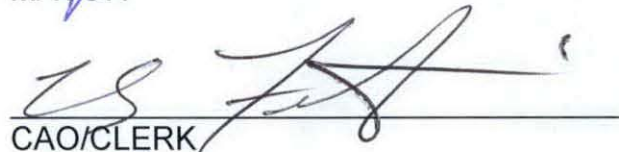
IN WITNESS WHEREOF the Party of the First Part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the Party of the Second Part has hereunto set his hand and seal.


SIGNED, SEALED AND DELIVERED
In the presence of

TOWNSHIP OF WHITEWATER REGION


WITNESS


MAYOR


CAO/CLERK


WITNESS


MACGREGOR CONCRETE PRODUCTS
(BEACHBURG) LIMITED

Dated at the Township of Whitewater Region this 17th day of July . 2013

SCHEDULE "B"

TO BY-LAW 13- 07-636

Legal Description of Road Allowance

Part of the Road Allowance between Concession 3 & 4 EML Westmeath (Township of Whitewater Region) known as Davidson Road as shown on the attached map

SCHEDULE "C"

TO BY-LAW 13-07-636

Legal Description of Property

S Pt Lot 9 Concession 3 EML Westmeath (Township of Whitewater Region) as shown on the attached map.




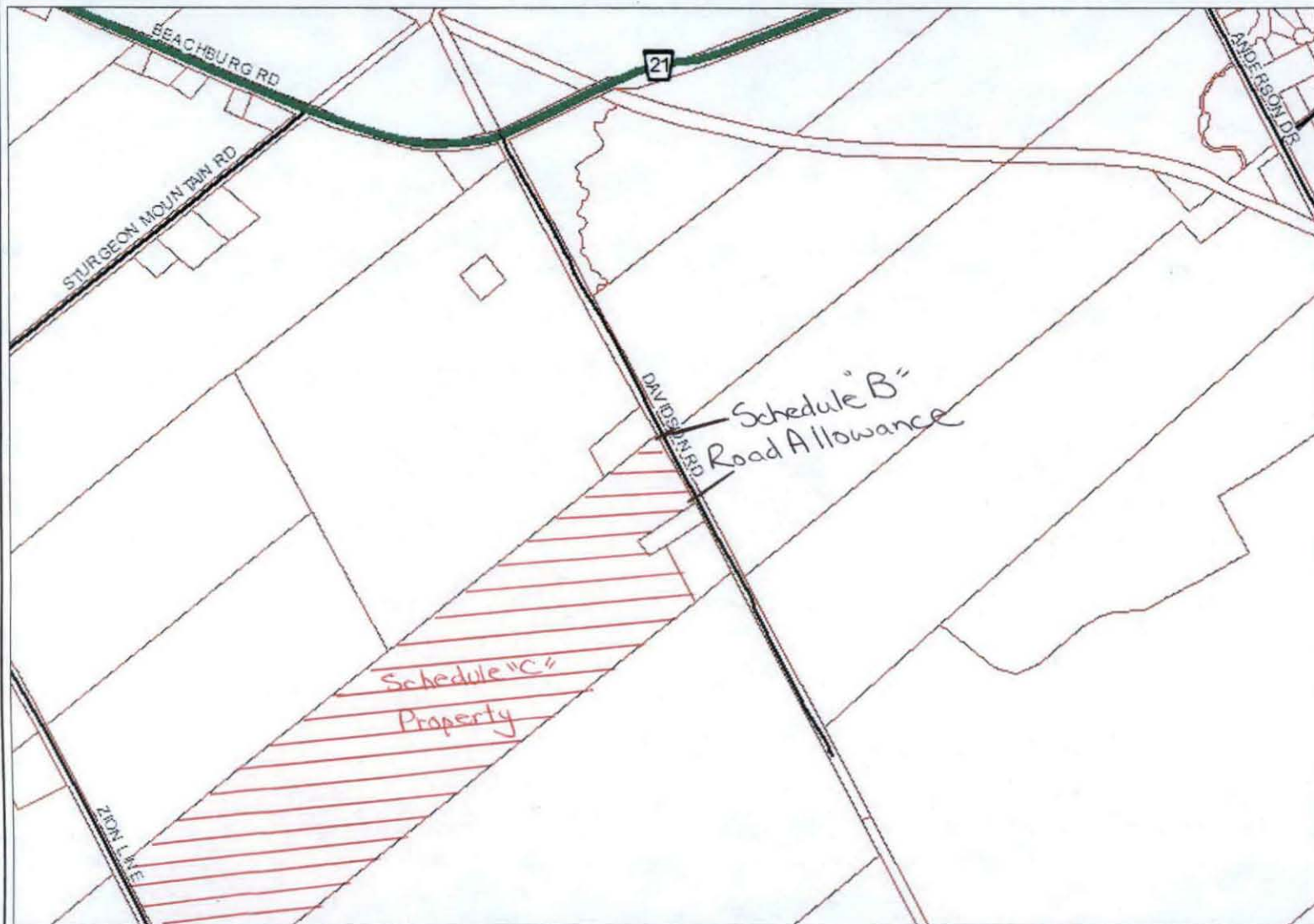
Legend

Roads

-  County Road
-  Provincial Highway
-  Municipal Maintained Road
-  Municipal Maintained Seasonal Road
-  Private Road
-  Crown Roads
-  Quebec Road

County Road Numbers

-  Property Parcels



Depending on the number of layers visible not all may be shown in the legend.

Notes

Enter Map Description

This map is illustrative only. Do not rely on it as being a precise indicator of routes, locations of features, nor as a guide to navigation. The County of Renfrew shall not be liable in any way for the use of, or reliance upon, this map or any information on this map.

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