

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

**BY-LAW # 15-11-828
(amends 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;

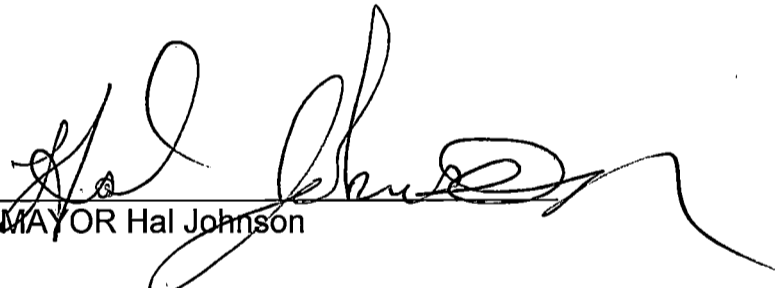
AND FURTHER that the Municipal Council for the Township of Whitewater Region deems it beneficial to enter into an agreement with Agricorp for the installation and maintenance of rain gauge equipment on municipal property for the purposes of data collection;

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").

All By-Laws or parts of By-Laws previously passed that are inconsistent with the provisions of By-Law 15-11-828 are hereby repealed.

Passed this 18th day of November, 2015.


MAYOR Hal Johnson


CAO/CLERK Christine FitzSimons



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

1 Stone Road West, PO Box 3660, Stn. Central
Guelph, ON N1H 8M4
1-888-247-4999 Fax: 519-826-4118

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1 888 247-4999 Téléc.: 519 826-4118

TTY/ATS: 1-877-275-1380

Accessible formats available
Formats accessibles disponibles

agricorp.com | contact@agricorp.com

RECEIVED

OCT 30 2015

White Water Region
44 Main Street
Cobden, ON K0J 1K0

Renewal of rainfall gauge site agreement for 2016-2018

Thank you for allowing us to collect rainfall data from your property. The forage rainfall plan uses rainfall as an indicator of quantity and quality of forage.

Enclosed is a cheque for allowing us to place a rain gauge on your property during the 2015 rainfall collection period.

We would like to continue using your location for rainfall collection in 2016, 2017 and 2018. Please contact us if you have sold or are considering selling your property or if you no longer wish to host the gauge.

I have enclosed two copies of the *Rain gauge site agreement*. If you are willing to continue hosting the gauge, please sign and return one copy by fax, email or mail prior to December 1. The other copy is for your records.

If you have any questions, please call us at 1-888-247-4999, Monday to Friday, from 7 a.m. to 5p.m.

Again, thank you for your help.

Sincerely,

Debbie Brander
Senior Industry Specialist
Product Management and Industry Relations



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SCHEDULE "A" TO
BY-LAW 15-11-828

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Rain gauge site agreement between Agricorp and site owner Effective March 2016 to November 2018

Site owner identification		
Name White Water Region	Phone number 613-222-2282	Fax number
Mailing address 44 Main Street		Email address
Site information		
Site number 7047023	Site name ROSS	
Lot and Concession 7 / 4	Civic address 44 Main Street - 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 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, 2016 and ending November 1, 2018.		
1.3 Contacts for Agreement		
Agricorp Phone: 1-888-247-4999 Fax: 519-826-4118 Email: contact@agricorp.com		

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

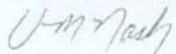
Either party may terminate this Agreement, without cause and without any liability whatsoever, upon written notice to the other party. Agricorp or its agent shall be entitled to have access to the site for two weeks following notification of termination for the purpose of removing of the equipment. In 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	Date
Signature of Agricorp representative 	Date October 26, 2015

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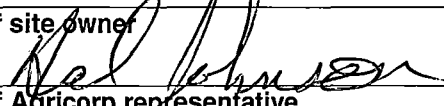
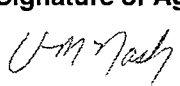
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Signature of site owner 	Date <i>Nov. 15 / 15.</i>
Signature of Agricorp representative 	Date October 26, 2015