

Municipal Corporation of the Township of Killaloe, Hagarty and Richards

By-Law #35-2003

Being a by-law to authorize the undertaking of work on municipal road allowance.

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 for the Township of Killaloe, Hagarty and Richards is desirous of passing a by-law to regulate the cutting and removal of trees from municipal road allowances;

NOW THEREFORE the Council for the Township of Killaloe, Hagarty and Richards enacts as follows:

1. That the regulations pertaining to the cutting and removal of trees from road allowances which are under the authority of the Municipal Corporation of the Township of Killaloe, Hagarty and Richards, 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 and second time this 16th day of September, 2003.

Read a third time and finally passed this 16th day of September, 2003.

Reeve

CAO/Clerk-Treasurer

Schedule "A"
to By-Law #35-2003

THIS AGREEMENT made in duplicate this day of

B E T W E E N

MUNICIPALITY of THE TOWNSHIP OF KILLALOE, HAGARTY and RICHARDS
hereinafter called "the Municipality"

OF THE FIRST PART

A N D

hereinafter called "the Rate Payer"

OF THE SECOND PART

WITNESSETH THAT:

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

AND WHEREAS the Rate Payer is the owner of the lands described in
Schedule "B" hereto attached which said lands abut the lands described
in Schedule "A" hereto attached;

AND WHEREAS the Rate Payer is desirous of cutting and removing trees on
that part of the Road Allowance described in Schedule "A" hereto
attached which abuts the lands described in Schedule "B" hereto
attached;

AND WHEREAS the Municipality is desirous of authorizing the Rate Payer
to cut and remove trees 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 Rate Payer shall be permitted to enter that part of the lands
described in Schedule "A" hereto attached which abuts the lands
described in Schedule "B" hereto attached for the purposes of
cutting and removing trees 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 Rate Payer shall pay the Municipality the sum of (\$ NIL)
DOLLARS for this privilege.
3. The Rate Payer 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 Rate Payer 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 Rate Payer waiving all responsibility against the Municipality to this effect;
- (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 3 feet 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 Rate Payer 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

MUNICIPALITY OF THE TOWNSHIPS OF
KILLALOE, HAGARTY & RICHARDS

Per _____
Reeve

Per _____
CAO/Clerk-Treasurer

Per _____
Rate Payer

Witness

Dated at the Municipality of the Township of Killaloe, Hagarty and Richards this _____ day of _____, 20__.