

THE CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

BY-LAW NO. 2003-20

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;

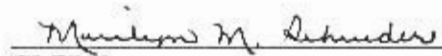
AND WHEREAS the Council for North Algona Wilberforce Township is desirous of passing a by-law to regulate the cutting and removal of trees from municipal road allowances;

NOW THEREFORE the Council for North Algona Wilberforce Township enacts as follows:

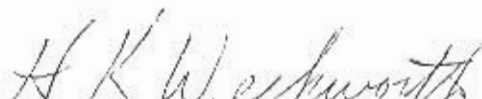
1. That the regulations pertaining to the cutting and removal of trees from road allowance which are under the authority of the Municipal Corporation of North Algona Wilberforce Township, shall be in accordance with Schedule "A", hereto attached and forming part of this by-law.
2. This by-law shall come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

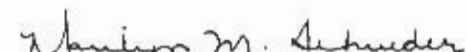
Read a first and second time this 20th day of October 2003.


REEVE


CLERK

Read a third time and finally passed this 20th day of October 2003.


REEVE


CLERK

SCHEDULE "A"

TO BY-LAW #2003-20

THIS AGREEMENT made in duplicate this _____ day of _____,
BETWEEN

MUNICIPALITY OF NORTH ALGONA WILBERFORCE TOWNSHIP 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 "A" hereto attached;

AND WHEREAS the Ratepayer 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 Ratepayer 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 Ratepayer 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 Ratepayer 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 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

- (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

MUNICIPALITY OF NORTH ALGONA
WILBERFORCE TOWNSHIP

REEVE

CLERK

WITNESS

RATEPAYER

Dated at the Municipality of North Algona Wilberforce Township this ____ day of _____.

SCHEDULE "B"
TO BY-LAW #2003-20

Legal Description