

Logging Operation Agreement

This agreement dated the _____ day of _____, 20____.

Between _____
hereinafter referred to as the "Contractor"

And
The Corporation of the Town of South Bruce Peninsula,
hereinafter referred to at the "Municipality"

Whereas pursuant to the Municipal Act, RSO 2001, c.25, Sect. 8, the Municipality has the powers of a natural person for the purposes of exercising its authority under that Act or any other Act;

And Whereas the Corporation of the Town of South Bruce Peninsula has approved, by Resolution R- 43-2008, a policy governing logging operations within the Town;

And Whereas the Corporation of the Town of South Bruce Peninsula has designated its powers to sign agreements with logging operators as outlined in By-Law 25-2008;

And Whereas the Contractor has approached the Municipality to obtain permission for the use of _____;
[Road Name(s)]

And Whereas the Contractor shall be solely responsible for all costs whatsoever on the section of road described herein.

Now Therefore the parties hereto agree as follows:

1. The Contractor agrees that the intended use of this road allowance is for the sole purpose of providing access to Property Legal Description: _____
_____, Roll # 41-02-____-____-____, Town of South Bruce Peninsula (formerly Township of _____) while performing logging operations on said property.
2. The Contractor has provided the Municipality with a map of the logging operation location which includes the property described herein together with surrounding properties and the road allowance as described herein.
3. The Municipality assumes no legal or civil obligations in regard to trespass of the Contractor on privately owned property. Where required by the Municipality, the Contractor shall be required to undertake a survey (by a licensed Ontario Land Surveyor) of the road allowance in question prior to the beginning of any work. The cost of the survey, where required, shall be borne by the Contractor.

4. The Contractor agrees that hours of use of the road allowance shall be limited to between 7:00 am to 7:00 pm, Monday to Saturday and shall be for a period commencing on the date of signature of this agreement by both parties and ending _____. Any extension of this agreement may be negotiated between the Municipality and the Contractor.
5. The Contractor agrees to comply with half load road restrictions, as well as any and all other road restrictions that may be imposed by the Town of South Bruce Peninsula at any time.
6. The Contractor agrees to deposit with the Municipality, a certified cheque in the amount of five thousand dollars (\$5,000.00) made payable to the Municipality. This certified deposit cheque shall be received by the Municipality prior to any works being started and shall remain with the Municipality until such time as the Municipality is satisfied that the road allowance has been left in a condition which is satisfactory and in compliance with Municipal engineering standards.
7. The Contractor agrees to leave _____;
[Road Name(s)]
in identical or better condition than that prior to the use of the road allowance. All mud, dirt and/or other debris is to be cleared from the road allowance on a daily basis. Non-compliance with this item shall constitute a breach of contract and a possible forfeit of the certified deposit cheque, at the discretion of the Municipality.
8. The Contractor shall be solely responsible for acquiring all necessary permits, comments and/or permissions from government and non-government agencies and organizations to carry out the operation as described herein. Approval documentation must be supplied to the Municipality prior to commencement of logging operation.
9. In the event that the Contractor is not the legal registered owner (as recorded on the Municipal Tax Roll) of the property described herein, the Contractor shall provide the Municipality with written confirmation, signed by the registered owner, acknowledging that a logging operation will be commenced on his or her property prior to commencement of logging operation. It is understood that the registered owner of the property described herein accepts all liability as described herein, in the event of a forfeit or failure by the Contractor.
10. The Contractor and Municipality do hereby agree that if at any time the Municipality believes that work or activities on the road allowance constitutes a liability to either the public and/or the Municipality, work shall be stopped immediately and not recommenced until the Municipality expressly gives verbal or written permission.
11. The Contractor covenants and agrees not to call into question, directly or indirectly, or oppose any proceeding whatsoever in law or in equity or before any administrative tribunal, governmental authority, board or court, the right of the Municipality to enter into this agreement and to enforce or rely on or perform

each and every term, covenant, provision and condition contained herein, and the Contractor further covenants and agrees that the provisions of this paragraph may be pleaded by the Municipality as an estoppel against the Contractor, his successors and assigns, at any such proceedings.

12. This agreement shall be binding upon the Contractor and the Municipality and their respective heirs, executors, administrators and assigns.

Dated at the Town of South Bruce Peninsula this _____ of _____, 20____.

Contractor Signature: _____

Contractor Name: _____

Company Name: _____

Mailing Address: _____

Phone Number: _____

Witness Signature to Contractor: _____

Chris Cornfield
Manager of Operations
Corporation of the Town of South Bruce Peninsula

Witness to Manager of Operations

Upon completion of the logging operations and an inspection of the road allowance described herein on _____, the Town hereby releases the certified deposit cheque to the Contractor.

Inspection Date

Chris Cornfield
Manager of Operations
Corporation of the Town of South Bruce Peninsula

Date

Certified Deposit Cheque returned and accepted:

Contractor

Date