

The Corporation of the Township of Huron-Kinloss



BY-LAW

2021-104

Being a By-law to Enter into an Agreement for Aggregate Extraction from
Concession 7 Part Lot 26, geographic Township of Kinloss

WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under Section 9; shall be exercised by By-Law;

AND WHEREAS The Council for the Corporation of the Township of Huron-Kinloss deems it expedient to enter into an aggregate extraction agreement with Elam W. Martin and Lydian Martin for the removal of aggregate from Concession 7 Part Lot 26, geographic Township of Kinloss;

NOW THEREFORE the Council of The Corporation of the Township of Huron-Kinloss enacts as follows:

- 1.0 That The Corporation of the Township of Huron-Kinloss Council hereby approves entering into an agreement with Elam W. Martin and Lydian Martin for the removal of aggregate which is attached as Schedule "A" and forms part of this By-Law.
- 2.0 That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Township of Huron-Kinloss, any contracts and other documents required to authorize the agreement to proceed, and to affix the corporate seal of the Township of Huron-Kinloss.
- 3.0 This By-law shall come into full force and effect upon final passage.
- 4.0 This By-law may be cited as the "Martin Aggregate Extraction Agreement By-Law"

READ a FIRST and SECOND TIME this 20th day of September, 2021.

READ a THIRD TIME and FINALLY PASSED this 20th day of September, 2021.

Mitch Twolan, Mayor

Emily Dance, Clerk

THIS AGREEMENT is made the 20th day of September, 2021

BETWEEN:

The Corporation of the Township of Huron-Kinloss
Hereinafter called the "Township"
OF THE FIRST PART

AND

Elam W. Martin and Lydian Martin
Hereinafter called "Martin"
OF THE SECOND PART

WHEREAS Martin is the owner of property located at Concession 7, Pt Lot 26, former Township of Kinloss, in the Township of Huron-Kinloss, in the County of Bruce;

AND WHEREAS the Township has been granted permission by Martin to enter onto said property for the purpose of crushing and removing aggregate to apply to Township roads,

AND WHEREAS it is deemed expedient to outline the roles and responsibilities of each of the parties;

NOW THEREFORE WITNESSETH that for and in consideration of the premises and mutual covenants hereinafter set forth, the parties agree with the terms and conditions set out herein.

1. Term of Agreement

The agreement is effective beginning April 1, 2022 and ending October 1, 2023.

2. Description of Work

Martin shall provide surplus aggregate material from the construction of buildings on the property to the Township for use on Township roads.

RESPONSIBILITIES OF MARTN

- a) Maintain an active building permit for the duration of the aggregate removal process.
- b) Permit temporary storage of aggregate material on the property
- c) Permit removal of aggregate material at no cost
- d) Permit Township staff and equipment to enter the property to remove the material
- e) Permit contractors hired by the Township to enter the property to crush and/or remove the material
- f) Permit the Township to install any safety devices, such as temporary fencing as deemed necessary
- g) Take all reasonable precautions to ensure that the Township's work is not obstructed or delayed

- h) Ensure that clear access to the aggregate material is maintained throughout the loading and hauling process

RESPONSIBILITIES OF Township

- a) The Township will be responsible for all costs associated with crushing material
- b) The Township will be responsible for all costs associated with hauling the material for placement on Township roads
- c) The Township will be responsible for all costs associated with installation of any safety devices
- d) The Township agrees to remove any temporary safety devices upon completion and leave the site in good condition.
- e) The Township agrees to schedule work from Monday to Friday, between the hours of 7 a.m. and 6 p.m.
- f) The Township will endeavor to provide reasonable notice to Martin as to when the work will occur
- g) The Township will make reasonable efforts to ensure that a minimum of 20,000 tonnes of surplus aggregate is removed from the property annually.

3. Limitations

The Township and Martin acknowledge that a reasonable amount of noise, dust, vibration and odor may occur as a result of this work.

Martin shall not be responsible for the quality of the aggregate.

4. Reporting

Any issues relating to the safety or ability to maintain the terms of this agreement shall be reported to the Township immediately.

5. Insurance

Each party shall be responsible for providing their own insurance as required.

6. Notice of Termination

If either Martin or the Township wishes to terminate this Agreement prior to the end of the term created by this Agreement, notice to that affect will be given in writing NOT LESS THAN SIXTY (60) DAYS. Martin agrees and acknowledges that a notice to terminate the Agreement as described above shall be delivered or mailed to the offices of the Township at:

The Township of Huron-Kinloss
21 Queen St Box 130
Ripley, Ontario N0G 2R0 Attention: Director of Public Works

The Township agrees that a notice to terminate the Agreement as described above shall be delivered or mailed to:

Elam and Lydian Martin
RR 3
Teeswater, ON N0G 2S0

7. Indemnity

Martin agrees to indemnify and save the Township and the Township's employees, officers and agents harmless from any claims, prosecutions, actions, proceedings and judgments of any type relating to this agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respective seals, attested by the hands of their proper officers duly authorized in that behalf

SIGNED, SEALED AND DELIVERED
In the presence of

Elam W. Martin

Lydian Martin

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

Emily Dance, Clerk
Township of Huron-Kinloss

Mitch Twolan, Mayor
Township of Huron-Kinloss