



**THE CORPORATION OF THE TOWNSHIP OF STRONG
CONSENT TO REMOVE TREES, ALTER AND CONDUCT WORKS
ON A SEASONAL ROAD APPLICATION**

BETWEEN: The Corporation of the Township of Strong (hereinafter called the “Owner” of the First Part

AND:

Hereinafter call the “Party” of the Second Part

WHEREAS the Seasonal Road affected by this Application is located as follows:

WHEREAS the purpose of work on the Seasonal Road is as follows:

WHEREAS the proposed work on the Seasonal Road is as follows:

AND WHEREAS the subject Seasonal Road is a public highway under Section 26 of the Municipal Act.
AND WHEREAS an adjacent landowner is required to obtain consent to alter/access a Seasonal Road and the public is required to obtain consent to alter/access a Seasonal Road and the public is required to obtain consent to remove trees from a road allowance under 62.1(1) of the Municipal Act, the Township of Strong consents to the alteration/access of the above described Seasonal Road with conditions:

NOW THEREFORE this agreement witnessed that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. The “Party” agrees to carry out some leveling and minor improvements to the Seasonal Road in accordance to the standards and specifications of Township regulations in order that the “Party” utilize the Seasonal Road for the purpose set out above.
2. The “Party” agrees to carry out all works at its own expense and responsibility and indemnify the “Owner” harmless of any and all liabilities for any harm or property damage of any person(s) with or without merit with respect to use or work on the roadway.
3. The “Party” agrees that all brush, stumps, stones and other forms of debris detrimental to the use and appearance of the roadway shall be removed and hauled away.
4. The “Party” acknowledges that the “Owner” does not maintain the Seasonal Road herein described on a year-round basis. The “Party” shall ensure Municipal Signage “Seasonal Road” is not maintained.
5. In the event that the “Party” is in contravention to any of the conditions of this Agreement, the “Owner” may with or without notice, revoke such Agreement.
6. It is understood between the parties hereto, that such entry upon the roadway is considered necessary by Township representatives for the purpose of inspecting and/or repairing faulty work including replacement of materials, shall not be deemed for any purpose whatsoever as acceptance or assumption of the roadway.
7. The “Party” agrees and will forthwith pay all costs necessary for inspection and repair of the roadway including materials upon demand.

8. The "Party" agrees that no items such as logs, equipment, etc. shall be placed on the Seasonal Road or Road Allowance.

9. By-law 2013-010 Seasonally Maintained Road By-law Subsection 3 "At User's Risk" states " Since a seasonally maintained road is maintained at a lower standard, the use of these roads is at "user's risk". The party acknowledges and accepts use of the Seasonally Maintained Road is at "User's Risk" and the Township shall not be held liable.

And In Witness Whereof the "Party" has affixed his signature and completed all pertinent information shown below:

Dated: _____

Party Signature: _____

Party Name Printed: _____

Party Mailing Address: _____

Party Phone #: _____

Description of property requiring work on roadway to gain access:

Road Name: _____

Approved by Council on Date: _____

Proof of Liability Insurance documents received: _____

Copy of WSIB Certification received: _____