

**THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE**

BY-LAW NO. 42-2021

Being a By-law to Authorize an Agreement with John Kenneth Alpaugh to erect a dry hydrant system located on the parcel known as PT LT 27, Con 13 Elderslie PT 3, 3R9267; Municipality of Arran-Elderslie being PIN 33176-0179 (LT)

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, as amended, provides a municipality with natural person powers;

AND WHEREAS the Municipality wishes to execute an Agreement with John Kenneth Alpaugh to erect a dry hydrant system;

NOW THEREFORE the Council of the Corporation of the Municipality of Arran-Elderslie enacts as follows:

1. THAT the Municipality executes an Agreement and will be in force once all parties have signed the agreement.
2. THAT the Mayor and Clerk be and are hereby authorized to execute said Agreement on behalf of the Corporation.
3. THAT a copy of said Agreement be attached hereto and form part of this By-law as Schedule A.
4. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a FIRST and SECOND time this 14th day of June, 2021.

READ a THIRD time and finally passed this 14th day of June, 2021.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

LAND USE LICENCE AGREEMENT

This Agreement made this 14th day of June, 2021

BETWEEN:

JOHN KENNETH ALPAUGH

(Licensor or Owner)

-and-

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

(Licensee)

WHEREAS the Owner is the registered owner of:

PT LT 27, Con 13 Elderslie PT 3, 3R9267; Municipality of Arran-Elderslie being PIN 33176-0179 (LT)

hereinafter called the Lands on which is situated on a pond.

AND WHEREAS the Licensee wishes to erect a dry fire hydrant system on the Lands in order to draw water from said pond by the Arran-Elderslie Fire Service.

The parties hereto agree as follows:

- 1) The Owner shall permit the Licensee to install a dry fire hydrant system near its pond to draw water from the pond.
- 2) The dry hydrant system shall consist of a 6 to 8-inch PVC pipe to be installed from the pond and to be buried 3 to 5 feet underground so it is below the frost level and extending up to 2 to 3 feet above ground terminating in a connection point. The connection point shall be 2-3 feet of PVC pipe extending above ground to be surrounded by rocks or other landscape material as agreed upon. The connection point shall be near the Southerly edge of the Land adjoining County Road 40.
- 3) The Owner grants the right to the Licensee to enter the lands under this agreement only for the express purpose of testing, installation, usage, and maintenance of the dry fire hydrant system by the Licensee.
- 4) The Licensee shall be responsible for obtaining all permits required for constructing and installing the dry hydrant system on the Lands of the Owner.
- 5) The Licensee shall be responsible for restoring any damaged property back to its original state if caused by the installation, usage, and maintenance of the dry hydrant system.

- 6) All stumps, slash, waste materials and other debris created as a result of the installation of the dry hydrant system, shall be disposed of by the Licensee.
- 7) No cutting or trimming of trees shall be permitted unless approved by the Owner.
- 8) All signs, postings and other markers placed by the Municipality shall conform to all of the Municipalities By-laws and shall be installed by the Licensee at its expense. The Licensee shall retain ownership of all signs or postings.
- 9) All items placed on the property of the Owner by the Licensee shall remain the property of the Licensee. If this agreement is terminated, the Owner shall permit the Licensee, if it elects to remove its property, adequate time to remove its dry hydrant system provided it returns the Land to their original state.
- 10) The Owner shall maintain the area affected by this agreement in an accessible and safe condition so that the Licensee can access the dry hydrant system for its use.
- 11) The Licensee agrees to save harmless, defend and indemnify the Owner against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or arising out of the use, service, operation or performance of work in connection with this agreement or omissions of Licence's employees, agents or representatives unless caused or contributed to by the Owner.
- 12) Neither this agreement nor any right or obligation in whole or in part by the Licensee under this agreement may be assigned, delegated or subcontracted without the written consent of the Owner.
- 13) The Owner may terminate this agreement by written notice to the Licensee if the continued use of the Lands by the Licensee will interfere with present or future use by the Owner of the Lands, or the Licensee breaches any terms or condition contained in this agreement.
- 14) The Owner shall provide advanced notice of intent to sell the above Lands and the new Owners name, address, and contact information upon sale.
- 15) There shall be no compensation payable by the Licensee to the Owner for the permission to install the dry hydrant system on the Owner's land and the use of the Lands for the purpose of the dry hydrant system.

16) Subject to paragraph 13 above, this agreement shall be binding upon the parties hereto, their heirs, successors and assigns and the Owner hereby consents to the Licensee registering this agreement on title to the Owner's property described above.

17) Any notice required to be given pursuant to this Agreement shall be in writing and shall be hand delivered to the other party or sent by prepaid mail to:

a) "Owner" at Bruce Road 40, P.O. Box 2, Dobbinton, ON N0H 1L0 or

b) "Municipality" at 1925 Bruce Road 10, P.O. Box 70, Chesley, ON N0G 1L0

and if sent by prepaid mail shall be deemed to have been received ten days after mailed.

18) This Agreement shall be binding upon the heirs, executors, successors and assigns of the parties hereto.

In witness whereof, the parties hereto have hereunto affixed their signatures and the Corporate Seal attested to by the hands of their proper officers, duly authorized in that behalf.

Mayor, Steve Hammell

Clerk, Christine Fraser-McDonald

Owner – John Kenneth Alpaugh