

**THE CORPORATION OF THE
MUNICIPALITY OF MORRIS-TURNBERRY**

BY-LAW NO. 29-2010

Being a by-law to authorize the Municipality of Morris-Turnberry to enter into an agreement with Donald and David Woolcock

WHEREAS, Section 8 of the Municipal Act, 2001 S.O. 2001 C. 25 as amended, states that; 'Powers of a natural person – A Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act';

AND WHEREAS, the Council of the Municipality of Morris-Turnberry deems it necessary and desirable to execute an agreement to give authorization to enter into an agreement to purchase sand and gravel from with Donald and David Woolcock, the owners of Lot 5 Concession 11, Turnberry Ward;

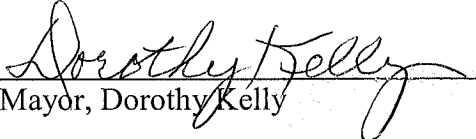
AND WHEREAS, this Agreement is attached hereto and forms part of this By-law as Schedule 'A'

AND WHEREAS, the Corporation of the Municipality of Morris-Turnberry enacts as follows:

1. **THAT** the Mayor and Clerk of the Municipality be and they are hereby authorized to execute and affix the Corporate Seal to the By-law to authorize the Agreement with Donald and David Woolcock;

Read a FIRST and SECOND time this 16th day of March, 2010

Read a THIRD time and FINALLY PASSED this 16th day of March, 2010



Mayor, Dorothy Kelly



Administrator Clerk-Treasurer,
Nancy Michie

EXTRACTION AGREEMENT

BETWEEN THE MUNICIPALITY OF MORRIS-TURNBERRY
Hereinafter referred to as “the Municipality”

AND Donald Woolcock
David Woolcock
Hereinafter referred to as “the property owner”

Witnesseth – In as much as the property owner has agreed to sell to the Municipality, sand and gravel from Lot 5, Concession 11, Turnberry Ward. It is the purpose of this agreement to establish the terms and conditions to enable the municipality to purchase sand and gravel from the property owner for a two (2) year period of time, effective March 16,2010.

TERMS TO BE AS FOLLOWS:

1. **Cost per Tonne:** The Municipality of Morris-Turnberry agrees to pay \$1.00 (one dollar) per tonne for the gravel extracted.
2. **Volume of materials:** The volumes will be computed on a per tonne basis. The Municipality agrees to extract a minimum quantity of 20,000 tonnes annually up to a maximum of 60,000 tonnes.
2. **Gravel is to be used** for Road Construction and Road Maintenance. The Municipality is to notify the owner by April 15th of each year, of the area to be cleared for extraction.
3. **Payments to be made by:** Cheque , of a minimum of \$10,000 on June 1st of each applicable year and the remainder to be paid on November 1st of the applicable year.
4. **Licensing:** The municipality agrees to bear all licence fees for the said property; and the Municipality further agrees to bear all relevant costs such as deposit levies, fencing, tree screens, berms, bookwork, etc. as may be associated with having this licence for the area of gravel extraction, up to and including November 30,2009.
5. **Option to renew:** The property owner agrees that the municipality shall have the first option to renew this agreement for an additional 2 year period at newly negotiated prices or at the highest tendered price obtained by the property owner in writing.

6. Owner does not wish to renew agreement: In the event that the property owner or the municipality does not wish to renew for an additional period of time at the conclusion of this agreement, the municipality will have an additional 1 year option period to finish removing stockpiles in the pit bottom only.

In this case, it is agreed by both parties that gravel payments will be made again to the property owner on a December 1 to November 30 basis at the rate of \$1.00 (one dollar) per tonne.

7. Unsuitable Material: If while in the process of removing, the municipality finds unsuitable material such as clay, blow sand, etc., then the municipality will not be compelled to remove it.

8. No Obstruction: The property owner agrees that he will not obstruct or impede the municipality in the removal of sand, gravel.

9. Removal of Material by the Owner: For the period from December 1,2009 to November 30,2011, the Municipality agrees that the property owner may extract,remove and sell up to the residue of the 100,000 maximum tonnes of material from the gravel pit, based on sales slips, that the Municipality does not use.

(example- if the Municipality uses 30,000 tonnes, the property owner has permission to sell the remaining 70,000 tonnes). The Municipality will notify the property owner by June 30th of the applicable year of the estimated tonnes that the Municipality will be using. The Municipality and the property owner shall enter into a cost sharing agreement for all costs of licence fees, stripping, fencing, berms , rehabilitation, etc. for the area that gravel is extracted during this time, based on a per tonne basis.

10. Rehabilitation: The Municipality will strip and rehabilitate the extracted area. The property owner agrees to pay to the Municipality \$.55 per tonne for stripping and rehabilitation and \$.115 per tonne for licence fees for gravel extracted by the property owner and or his contractor, during the 2 year period of time, effective December 1,2009 to November 30,2011.

11. Accidents: The property owner agrees that he will be responsible for any accidents caused to anyone other than municipal employees or agents of the municipality, which might happen at the pit location.

12. Transfer of the Agreement: It is understood by both parties that if the property owner sells the property, the agreement will be transferred to the new owner with the same terms and conditions.

