

CORPORATION OF THE TOWN OF GANANOQUE

BYLAW NO. 2012-120

BEING A BY-LAW TO AUTHORIZE THE TOWN OF GANANOQUE TO AN AGREEMENT WITH RMP CONSTRUCTION AND DEVELOPMENT LTD. FOR ACCESS TO THE PROPERTY LOCATED AT 175 ST. LAWRENCE ST.

WHEREAS by Section 5 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by Bylaw;

NOW THEREFORE be it resolved that the Council of the Corporation of the Town of Gananoque enacts as follows;

1. That the Council hereby authorizes the Town of Gananoque to enter into an agreement with RMP Construction and Development Ltd to allow access to the property located at 175 St. Lawrence St. as set out in Schedule 'A' attached hereto and forming part of this by-law.
2. That the Mayor and Clerk are hereby authorized to execute all documents in regard to said agreement.
3. That this bylaw shall come into force and effect on the date of passing.

READ A FIRST, SECOND, and THIRD TIME, passed, signed, and sealed with the corporate seal this 18th day of December, 2012.



Mayor, Erika Demchuk



Acting Clerk, Kelly Shipclark

SITE ACCESS AGREEMENT

This AGREEMENT made in triplicate this ___ day of _____, 2012,

BETWEEN

The Corporation of the Town of Gananoque
(hereinafter referred to as the "Town")

of the first part

AND

RMP CONSTRUCTION AND DEVELOPMENT LTD
(herein referred to as the "Proponent")

of the second part

WHEREAS the Town issued a Request for Proposals to purchase and redevelop 175 St. Lawrence Street in the Town of Gananoque;

AND WHEREAS the Proponent submitted a proposal that the Town is considering;

AND WHEREAS the Town is prepared to permit the Proponent to access its property located at 175 St. Lawrence Street in the Town of Gananoque for purposes of conducting certain investigations of the property in accordance with this Agreement;

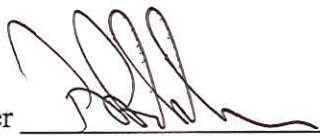
NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree one with the other as follows:

1. This Agreement sets forth the terms and conditions to allow _____ (the "Proponent") access to 175 St. Lawrence Street in the Town of Gananoque (the "Lands") on the terms and conditions set out herein.
2. This agreement shall be effective as of the date it is executed by all parties and shall terminate upon the transfer of title to the Lands, or as otherwise agreed as between the parties.
3. The Town grants to the Proponent access to the Lands for the sole purpose of conducting investigations necessary to obtain information about the environmental condition of the Lands and to otherwise inspect the Lands to satisfy itself as to the condition of the Lands. Access is granted to the Proponent on the following conditions, which are hereby accepted by the Proponent:
 - a) The Proponent shall comply with all applicable provisions of law, including without limitation, federal and provincial laws and any municipal by-laws relating to the Lands;
 - b) The Proponent shall keep all adjacent streets used by the Proponent and its agents clean and free of mud and other debris during its investigation, to the satisfaction of the Town;
 - c) The Proponent shall repair all damage caused by the Proponent and its agents to adjacent streets, regardless of whether the damage was negligently caused; and
 - d) The Proponent shall restore the Lands to the state that the Lands were in immediately before any investigation, to the extent required by the Town in its sole discretion.
4. No amendment of this agreement shall be effective, unless in writing and signed by both

parties.

5. No implied terms or obligations of any kind, by, or on behalf of, the Town shall arise from anything in this agreement and the express covenants and agreements herein contained and made by the parties are the only covenants and agreements upon which any rights against the Town are to be founded.
6. The Proponent shall indemnify the Town from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any act or omission on the part of the Proponent or its agents.
7. This agreement may be terminated by either party giving to the other party 90 days notice, in writing, of the party's intention to terminate at the date specified in the notice. In the event of termination for any reason the indemnities contained herein shall survive and be binding upon the parties.
8. The parties agree that this agreement shall not fetter the discretion of the Town as approval authority under the *Planning Act*, *Building Code Act* or any other legislation or municipal by-law.
9. This agreement enures to the benefit of and binds the parties and their respective heirs, successors and assigns.
10. This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one and the same original agreement.

IN WITNESS WHEREOF the parties have executed this agreement as attested by the signatures of their officers duly authorized for such purposes.


per _____
ROBERT PELDA.


DATE DEC 6, 2012.

per _____

DATE

(we have authority to bind the corporation)

The Corporation of the Town of Gananoque

per 
Erika Demchuk, Mayor

DATE Dec 21, 2012

per 
Robert Small, CAO

DATE Dec 21, 2012