THE CORPORATION OF THE MUNICIPALITY OF MORRIS TURNBERRY

BY LAW No 41-2019

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AND EXECUTE AN AGREEMENT FOR MAINTENANCE ON A BOUNDARY ROAD, BETWEEN THE MUNICIPALITY OF MORRIS-TURNBERRY AND THE TOWNSHIP OF HOWICK


AND WHEREAS the Corporation of the Municipality of Morris-Turnberry deems it advisable to enter into an agreement with the Township of Howick for the purpose of maintaining a Boundary Road.

NOW THEREFORE the Council of the Corporation of the Municipality of Morris-Turnberry ENACTS the following:

1. That the Corporation of the Municipality of Morris-Turnberry enter into an agreement with the Township of Howick for the purpose of Maintaining a Boundary Road, as outlined in the agreement attached hereto as Schedule “A”.

2. That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for the Corporation of the Municipality of Morris-Turnberry the agreement with the Township of Howick, which is attached to this by-law and to affix the corporate seal of the Municipality of Morris-Turnberry.

3. A copy of the said Agreement is attached hereto and designated as Schedule “A” to this By-law.

4. This By-law shall come into force and takes effect on the day of final passing thereof.

5. This By-law may be cited as the “Morris-Turnberry /Howick Boundary Agreement By-law”

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED this 21st day of May, 2019

Mayor, Jamie Heffer

Clerk, Trevor Hallam

Seal
This Agreement made in duplicate this 21st day of May, 2019.

Between:

The Corporation of The Township of Howick

Of the First Part

AND

The Corporation of The Municipality of Morris-Turnberry

Of the Second Part

The parties are adjoining municipalities and are desirous of entering into an agreement under the provisions of Section 8(1), 9 and 29(1) of the Municipal Act, R.S.O. 2001, and amendments thereto dealing with winter maintenance and repair of boundary roads between such municipalities and certain other roads totally under the jurisdiction of the respective municipalities. The "Road" is deemed herein to include, but not limited to, all bridges, culverts, guide rails, signage, line markings, trees and intersection illumination under the jurisdiction of either or both municipalities.

The said municipalities have jurisdiction over the portions of said highways so assumed as municipal roads, and it is deemed expedient and necessary to provide for the division of said highways so that each municipality may be responsible for the maintenance and repair of a particular portion of the same;

This agreement witnesseth that in consideration of the premises and of the mutual agreements and covenants hereinafter contained the parties hereto agree each with the other as follows:

1. The Corporation of the Township of Howick shall maintain and repair the portions of road more particularly described as follows:

1.1. The Corporation of the Township of Howick shall be responsible for 100% of the Winter Maintenance Costs including Patrolling, Plowing, ice blading, etc. on the following roads under the jurisdiction of Morris-Turnberry:

1.1.1. Gough Road from the east limit of County Road 12 (Brussels Line) to the west limit of McDonald Line.

1.2. All work other than that specifically described in section 1.1. on the road sections described in section 1.1., such as, but not limited to road construction, hot mix asphalt resurfacing, bridge and culvert repairs and/or replacements, surface treatment, etc., shall be the responsibility of the municipality having jurisdiction over that portion of road.

1.3. The Corporation of the Township of Howick shall be responsible for 100% of the winter maintenance costs including Patrolling, Plowing, ice blading, on the portion of the Boundary Line – McDonald Line – between the said Township of Howick and Municipality of Morris-Turnberry extending from the north limit of County Road 86 (Amberley Road) to the South limit of County Road 12, Brussels Line, a distance of approximately 4.2 km. The term for this maintenance is defined as November 1st to April 30th for the duration of this agreement.

1.4. The Corporation of the Municipality of Morris-Turnberry shall be responsible for 100% of the summer maintenance costs including Patrolling, dust control, and grass cutting on the portion of the Boundary Line – McDonald Line – between the said Township of Howick and Municipality of Morris-Turnberry extending from the north limit of County Road 86 (Amberley Road) to the South limit of County Road 12, Brussels Line, a distance of approximately 4.2 km. The term for this maintenance is defined as May 1st to October 30th for the duration of this agreement.

1.5. All work other than that specifically described in section 1.3., on the road section described in section 1.3., such as, but not limited to road construction, hot mix asphalt resurfacing,
bridge and culvert repairs and/or replacements, and surface treatment, shall be agreed upon by both Municipalities and apportioned between and paid by the two Municipalities on a 50 / 50 basis.

1.6. The Corporation of the Municipality of Morris-Turnberry shall be responsible for the application of maintenance gravel on the road section described in section 1.3. It is agreed upon by both Municipalities that the cost of supplying the gravel will be apportioned between the two Municipalities on a 50 / 50 basis. The cost of labour and equipment to install the gravel will be borne by the Municipality of Morris-Turnberry.

1.7. The Municipality of Morris-Turnberry shall be solely responsible for all sign maintenance on all roads to this agreement completely under the jurisdiction of Morris-Turnberry and for sign maintenance on the Morris-Turnberry side of boundary roads with joint jurisdiction.

1.8. The Township of Howick shall be solely responsible for all sign maintenance on the Howick side of boundary roads with joint jurisdiction.

2. It is recognized by both parties that this reciprocal agreement directs equal responsibility to each of the parties. With regard to compensation to either municipality, it is agreed that there shall be no reimbursement, other than that specifically identified, to either municipality from the other for the maintenance outlined herein.

3. Each municipality shall have full supervision, control, and financial responsibility for the maintenance work on its respective portion of said roads, and at the end of each financial year, or when the work for each year is completed, the respective Director/Coordinator of Public Works of the said municipalities shall include in their accounts, the maintenance expenditures made in such year on the portion of said road under their responsibility.

4. The responsible Director/Coordinator of each municipality shall forward the details of any planned capital or major maintenance work requiring the financial contribution of more than $5000 from the other municipality in writing not later than September 1st of the year preceding the work. The cost of approved work shall be apportioned between and paid by the two municipalities on a 50 / 50 basis.

5. The responsible Director/Coordinator of each municipality shall also prepare each year a detailed statement of the capital improvements as described in Sections 1.2. and 1.5., and such statement shall be verified by a statutory declaration of the responsible Director/Coordinator and shall be submitted to the other municipality not later than the first day of January in the year following that in which the expenditure was made, and such expenditure shall be paid in said proportions by each of the two municipalities. The capital expenditures by either municipality in any one year on the portion of the work as above set out shall not exceed the sum of $5,000.00 without first receiving the consent of the municipality to the expenditure of any amount in excess of the said sum.

6. This Agreement when confirmed by By-law of the Council of each of the municipalities shall become effective and binding on the parties hereto and shall continue in force until November 1st, 2024. Either Party may provide the other Party with a written notification that this Agreement will be terminated six months following receipt of the written notification.

7. After confirmation by By-laws by each municipal Council, each municipality shall have jurisdiction only over that portion of the road which it has undertaken to maintain and keep in repair to the extent aforesaid, and shall indemnify and save harmless the other from any loss or damage arising from the want of repair of such road and such other municipality shall be relieved from all liability in respect of the maintenance and repair described herein of such portion of road except as to its liability to contribute its share of the net expenditure therein, under the provision of Section 5 and 6 hereof.

6. The responsible Director/Coordinator of each municipality shall also prepare each year a detailed statement of the capital improvements as described in Sections 1.2. and 1.5., and such statement shall be verified by a statutory declaration of the responsible Director/Coordinator and shall be submitted to the other municipality not later than the first day of January in the year following that in which the expenditure was made, and such expenditure shall be paid in said proportions by each of the two municipalities. The capital expenditures by either municipality in any one year on the portion of the work as above set out shall not exceed the sum of $5,000.00 without first receiving the consent of the municipality to the expenditure of any amount in excess of the said sum.
7. This Agreement when confirmed by By-law of the Council of each of the municipalities shall become effective and binding on the parties hereto and shall continue in force until November 1st, 2024. Either Party may provide the other Party with a written notification that this Agreement will be terminated six months following receipt of the written notification.

8. After confirmation by By-Laws by each municipal council, each municipality shall have jurisdiction only over that portion of the road which it has undertaken to maintain and keep in repair to the extent aforesaid, and shall indemnify and save harmless the other from any loss or damage arising from the want of repair of such road and such other municipality shall be relieved from all liability in respect of the maintenance and repair described herein of such portion of road except as to its liability to contribute its share of the net expenditure therein, under the provision of Section 4 and 5 hereof.

WITNESS the Corporate Seals of the said Municipalities as attested by the hands of their respective Heads of Council and Clerks in that behalf.

Corporation of The Township of Howick

[Signature]
Doug Harding - Reeve

[Signature]
Carol Watson - Clerk

Corporation of The Municipality of Morris-Turnberry

[Signature]
Jamie Hettler - Mayor

[Signature]
Trevor Hallam - Clerk