THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

By-law No. 73-2014

BEING A BY-LAW TO AUTHORIZE THE SIGNING OF AN AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY AND THE MAITLAND VALLEY CONSERVATION AUTHORITY AND THE BLUEVALE RECREATION ASSOCIATION

WHEREAS, The Municipal Act S.O. 2001, c. 25, as amended, Section 20(1) authorizes that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19 of the Act, or combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

AND WHEREAS, the Council of the Municipality of Morris-Turnberry is agreeable to enter into an Agreement with the Maitland Valley Conservation Authority and the Bluevale Recreation Association, for the operation and maintenance of the Pioneer Conservation Area, located in the Village of Bluevale;

NOW THEREFORE, the Council of the Municipality of Morris-Turnberry enacts as follows:

1.0 That the Municipality of Morris-Turnberry enter into an agreement for the operation and maintenance of the Pioneer Conservation Area, located in the Village of Bluevale;

2.0 That the Mayor and Clerk be authorized to sign the agreement as attached as Schedule ‘A’;

3.0 This By-law shall come into full force and effect as of January 1, 2015;

4.0 This By-law may be cited as the “The Bluevale Pioneer Conservation Area Agreement By-law”.

Read a first, second, and third time and finally passed this 4th day of November, 2014.

[Signatures]
Deputy Mayor, Jason Breckenridge

Clerk, Nancy Michie
THIS LEASE AGREEMENT MADE THIS 4TH DAY OF November 2014.

BETWEEN:

MAITLAND VALLEY CONSERVATION AUTHORITY
BOX 127, WROXETER, ON, N0G 2X0

Hereinafter Called the “Authority” of the First Part

- and -

THE MUNICIPALITY OF MORRIS -TURNBERRY
R.R # 4, 41342 MORRIS ROAD, BRUSSELS, ON, N0G 1H0

Hereinafter Called the “Municipality” of the Second Part

- and -

THE BLUEVALE RECREATION ASSOCIATION
established as a Local Board of the Municipality of Morris-Turnberry
C/O ROBERT WARWICK, BLUEVALE, ON, N0G 1G0

Hereinafter Called the “Association” of the Third Part

WHEREAS the Authority is the owner of certain lands in the Municipality of Morris-Turnberry, County of Huron, being identified as the Pioneer Conservation Area, which was acquired for the purpose of flood plain land protection and to provide opportunities for day-use recreational activities;

AND WHEREAS the Association has developed the Pioneer Conservation Area, for recreational activities including baseball, basketball, skateboarding, road hockey, rollerblading, tennis and badminton, special events, and to be utilized by the community;

AND WHEREAS the Association desires the right to lease the lands and premises described as Plan 166, Part Lot 29, Part Lot 30, Lot 119-123, of Schedule “A” attached hereto, containing approximately 1.62 ha., together with the right of access to the Pioneer Conservation Area;
AND WHEREAS the Association agrees to be responsible for all development and
maintenance costs and policing associated with the uses of the lands and premises on the land
herein identified in accordance with the terms hereof;

AND WHEREAS the Authority agrees to grant the use of said Conservation Area lands on an
annual basis hereinafter set out.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the
sum of Two ($2.00) Dollars payable on or before the commencement of said agreement and the
covenants and agreements contained in this lease, the Authority, the Municipality, and the
Association, hereby mutually agree to the following terms and conditions:

1. THAT the Authority leases to the Association, the right to use and maintain the lands
being Plan 166, Part Lot 29, Part Lot 30, Lot 119-123, as more particularly shown and
described on Schedule “A” attached hereto,

2. THAT the Association hereby indemnifies and saves harmless the Authority on a
solicitor and client basis, its officers, directors and employees, from any damage to
property or injury or death to persons arising out of the use by the Association, or any
such person or persons authorized by the Association, of the lands and premises or for
any damage or injury resulting from the Associations use of any access road to the
designated area;

AND FURTHER THAT the Authority shall not be responsible to the Association or
other persons for lost or stolen articles, or damage or injury to property of persons
howsoever caused;

AND FURTHER THAT the Municipality shall provide proof of general liability
insurance of a minimum of FIVE MILLION ($5,000,000.00) DOLLARS in the form of
a certificate from the Municipality’s insurance company, indicating that the Authority is
named as an additional insured party for the duration and purpose of this agreement.

3. THAT the Association shall comply with all Municipal Bylaws and/or Provincial
and Federal regulations as may be applicable to the use of the property.

4. THAT the Association shall not make any alterations or additions to the lands or to any
capital improvements exceeding $2000.00 without prior written approval by the
Authority.

5. THAT the Association shall have possession of, and responsibility for any fixed capital
improvements constructed by the Association, thereon during the term and purpose of
this agreement;

AND THAT in the event the Association shall be dissolved, the fixed capital
improvements be offered to the Municipality and failing acceptance thereof, the fixed
capital improvements become the property of the Authority upon termination of said
agreement.
6. THAT the Association shall be responsible for the maintenance, use and security of any approved structures on the land herein described;

   AND THAT the Association shall undertake annual property maintenance and will assume all costs associated with said maintenance;

   AND FURTHER THAT the Association shall keep the lands and structures in a clean and wholesome condition and free from all rubbish and potential direct hazards to the public’s wellbeing.

7. THAT the Association shall be responsible for any hydro costs associated with the use of the land and facilities;

8. THAT the Municipality will be responsible for grass cutting and trimming on said lands for the duration of the agreement;

9. THAT the Association shall be responsible for annual Municipal taxes applicable to the area designated under the lease:

   AND THAT the Authority will invoice the Association December 15th annually for taxation costs.

10. THAT the Authority reserves the right to enter upon said lands for the purpose of inspections of the property.

11. THAT the lease is not assignable by either party.

12. THAT the Authority reserves the right to terminate the agreement for any violation of said agreement.

13. THAT any disputes between the Authority, the Municipality, and the Association will be decided by an independent arbitrator appointed by the Province and a hearing will be held under the terms and conditions of the Arbitration Act.

14. THAT the term of the agreement is January 1st, 2015, to December 31st, 2017 and may be amended annually if required or terminated at any given time, subject to the mutual agreement of both parties upon thirty (30) days notice.
IN WITNESS WHEREOF the parties hereunto set their hand and seals.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF

Maitland Valley Conservation Authority

____________________________
Chair

____________________________
General Manager/Secretary Treasurer

Municipality of Morris-Turnberry

____________________________
Mayor

____________________________
Administrator/Clerk Treasurer

Bluevale Recreation Association

____________________________
President

____________________________
Secretary
Schedule "A"

Pioneer Conservation Area, Plan 166, Part Lot 29, Part Lot 30, Lot 119 - 123, Municipality of Morris-Turnberry