BY-LAW NO. 79-2016

MUNICIPALITY OF MORRIS-TURNBERRY

AGREEMENT for the BELMORE COMMUNITY CENTRE

BEING A BY-LAW AUTHORIZING THE MAYOR AND CLERK-TREASURER TO SIGN AN AGREEMENT BETWEEN THE TOWNSHIP OF HOWICK AND THE MUNICIPALITY OF SOUTH BRUCE AND THE MUNICIPALITY OF MORRIS-TURNBERRY.

WHEREAS the Council of the Corporation of the Municipality of Morris-Turnberry has agreed to enter into an Operation and Maintenance Agreement with the Township of Howick and the Municipality of South Bruce, for the operation and maintenance of the Belmore Community Centre, pursuant to the Agreement attached as Schedule ‘A’.

NOW THEREFORE, the Mayor and the Administrator Clerk-Treasurer are hereby authorized to sign the attached Agreement.

Read a First, Second, Third Time and finally passed this 6th day of September, 2016

Mayor, Paul Gowing

Nancy Michie – Administrator Clerk-Treasurer
Belmore Community Centre Operation and Maintenance Agreement

Between:
The Corporation of the Township of Howick in
the County of Huron
hereinafter called the
“party of the first part”

And:
The Corporation of the Municipality
of Morris-Turnberry in the County of Huron

And:
The Corporation of the Municipality
of South Bruce in the County of Bruce
hereinafter collectively called the
“parties of the second part”

Whereas, the party of the first part did authorize the establishment of a Community Centre on lands described as Concession ‘A’, Part Lot 1 in the Township of Howick pursuant to By-law No. 11 of the Township of Howick in the year 1950;

And whereas, the said facility was at that time established for the shared use of the adjoining municipalities of the Township of Carrick, the Township of Culross and the Township of Turnberry;

And whereas, the former Township of Carrick and the former Township of Culross are now a part of the new Municipality of South Bruce and the former Township of Turnberry is now a part of the new Municipality of Morris-Turnberry;

And whereas, the parties hereto are desirous of entering into an agreement to provide for the continued shared use of the said community centre known as the Belmore Community Centre;

Now therefore, the above parties hereby agree to the following provisions with respect to the use, operation and maintenance of the Belmore Community Centre facility:

1. The Belmore Community Centre is for the shared use of the inhabitants of the municipalities herein named.

2. The Belmore Community Centre shall be managed by a Board appointed annually by the party of the first part, said Board to include an elected representative from each participating municipality. The Board shall operate in accordance with the ‘Policies for Local Boards and Committees’ of the Township of Howick.

3. The Board shall develop and maintain a ‘Procedures and Operations’ policy specific to the operation of the facility.

4. Whereas the party of the first part assumed responsibility for the capital costs of establishing the facility, hereafter, any and all subsequent capital costs incurred shall be shared in accordance with the formula outlined in Item No. 6 below.

5. The costs of operation and maintenance of the community centre shall be borne by the managing Board. In the event that the Board is unable to provide sufficient funds to maintain the facility or meet the costs of operation, the party of the first part shall pay such accounts. Any accounts so paid by the party of the first part shall be apportioned on the basis of the formula specified in Item No. 6 below and thus billed to the parties of the second part who will forthwith remit payment.

6. Costs incurred for repairs, maintenance and/or operation of the facility which cannot be funded by the Board and become payable by the parties to this Agreement as described in Item No. 5 above shall be apportioned and shared on the following basis:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Township of Howick</td>
<td>33.33%</td>
</tr>
<tr>
<td>Municipality of Morris-Turnberry</td>
<td>33.33%</td>
</tr>
<tr>
<td>Municipality of South Bruce</td>
<td>33.34%</td>
</tr>
</tbody>
</table>

7. An annual budget detailing projected costs for both capital and operations for the current year shall be prepared and approved by the Community Centre Board and shall be submitted to each of the participating municipal Councils for consideration and approval.
8. The costs of liability insurance only as provided by the party of the first part in respect of the Belmore Community Centre Board shall be shared by the participating municipalities in accordance with the cost-sharing formula noted in Item No. 6 above.

9. Each of the municipal partners herein named shall be entitled to one vote on matters pertinent to this Agreement and the majority shall rule.

10. In the event of a dispute, a method of mediation must be decided upon and agreed to by all parties.

11. The unanimous consent of all parties is required in order for any municipality to exit from this Agreement. Any party wishing to cease participation and exit from the Agreement must provide a minimum of two (2) years prior notice to the remaining participants.

12. The provisions of this Agreement shall be reviewed every 5 years by all parties.

13. This Agreement shall inure and be binding upon the parties hereto, their successors and assigns and shall not be revoked, altered or amended without the consent in writing of the Councils of all of the participating municipalities.

This agreement was made in quadruplicate on the 8th day of August, 2005.

This agreement was reviewed on the ______ day of _______ 2016.

In witness the parties hereto affix their respective corporate seals, authorized and attested by the signatures of their duly appointed officers.

Signed and sealed on behalf of the Corporation of the Township of Howick this 29th day of August, 2016.

[Signature]
[Title]

Signed and sealed on behalf of the Corporation of the Municipality of Morris-Turnberry this ______ day of September, 2016.

[Signature]
[Title]

Signed and sealed on behalf of the Corporation of the Municipality of South Bruce this ______ day of August, 2016.

[Signature]
[Title]