THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

BY-LAW NUMBER 47-2012

Being a By-Law to Authorize the Mayor and Clerk to
Sign a Boundary Road Agreement with the Township of
Georgian Bluffs

WHEREAS Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that Section 8 shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that 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 Corporation of the Town of South Bruce Peninsula is desirous of entering into a boundary road agreement with the Township of Georgian Bluffs.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk are hereby authorized to sign the Boundary Road Agreement with the Township of Georgian Bluffs.

2. THAT the agreement as referred to herein shall be attached hereto as Schedule A and form a part of this by-law.

3. THAT any by-law inconsistent with this by-law are hereby repealed and rescinded.

4. THAT this by-law shall come into full force and effect upon the final passing thereof.

READ a FIRST and SECOND time this 3rd day of April, 2012.

READ a THIRD time and FINALLY PASSED this 3rd day of April, 2012.
SCHEDULE “A” TO BY-LAW NUMBER 47-2012

THIS AGREEMENT made in triplicate this 3rd day of April, 2012.

BETWEEN:

THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA
Of the First Part

– and –

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS
Of the Second Part

WHEREAS pursuant to Section 20 (1) of the Municipal Act, S.O. 2001, c. 25 a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19 of the Municipal Act 2001, or a 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 pursuant to the Municipal Act 2011, the Corporation of the Town of South Bruce Peninsula and the Corporation of the Township of Georgian Bluffs have the power to provide maintenance and repair services to Highways within their respective boundaries;

AND WHEREAS Elm Street, in the Town of Wiarton, is a part of a Township road between Conc. 21/22 of the Township of Georgian Bluffs and, as such, forms a boundary between the Town of South Bruce Peninsula and the Township of Georgian Bluffs;

AND WHEREAS Stone School Road in the Village of Hepworth is part of a township road of the Township of Georgian Bluffs and, as such, forms a boundary between the Town of South Bruce Peninsula and the Township of Georgian Bluffs;

AND WHEREAS it is in the public interest that the boundary roads between the Town of South Bruce Peninsula and the Township of Georgian Bluffs be maintained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the premises and the covenants hereinafter contained, the parties hereto covenant and agree the one with the other as follows:

1. The Township of Georgian Bluffs shall be responsible for and shall bear the costs for maintenance, as follows:

   Summer Maintenance:
   Brushing and tree removal, patching hard top, cutting grass, clearing drains and disposal of debris on the following:
   (a) West of Thompson Sideroad on Conc. 21 – 1.0 km.
   (b) Stone School Road northerly 1.0 km. from Highway 6
**Winter Maintenance:**
Snowplowing, salting and sanding on the following:

(a) West of Thompson Sideroad on Conc. 21 - 0.5 km.
(b) Stone School Road northerly 1.0 km. from Highway 6

All such work shall be done under the supervision of the Township of Georgian Bluffs and shall be carried out at the sole discretion of the Township of Georgian Bluffs. All construction shall be carried out on a 50/50 basis upon agreement of both Municipal Councils.

2. The Town of South Bruce Peninsula shall be responsible for and shall bear the costs for maintenance, as follows:

**Summer Maintenance:**
Brushing and tree removal, clearing catch basins and drains, patching hard top, cutting grass and disposal of debris on the following:

a) 	East of Highway 6 on Elm Street - 1.0 km.

**Winter Maintenance:**
Snowplowing, salting and sanding on the following:

(a) East of Highway 6 on Elm Street 1.5 km.

All such work shall be carried out under the supervision of the Town of South Bruce Peninsula and shall be carried out at the sole discretion of the Town of South Bruce Peninsula. All construction shall be carried out on a 50/50 basis upon agreement of both Municipal Councils.

3. This agreement rescinds all previous boundary maintenance agreements between the former municipalities of the Town of Wiarton and the Township of Keppel.

4. This agreement is subject to termination or revision upon (6) six months written notice of either the Corporation of the Town of South Bruce Peninsula or the Township of Georgian Bluffs.

5. This agreement approved by by-laws of the parties hereto shall remain in effect for a period of (10) ten years commencing April 3, 2012.
IN WITNESS WHEREOF the parties by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

THE CORPORATION OF THE
TOWN OF SOUTH BRUCE PENINSULA

John Close, Mayor

Angela Cathrane, Clerk

THE CORPORATION OF THE
TOWNSHIP OF GEORGIAN BLUFFS

Alan Barfoot, Mayor

Bruce Hoffman, Clerk