

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

BY-LAW NO. 99-2018

Being a by-law to amend the Cross Border Servicing Agreement between the Corporation of the Township of North Huron and the Corporation of the Municipality of Morris-Turnberry.

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 Township of North Huron entered into an Agreement with the Municipality of Morris-Turnberry, to provide certain services, to owners or occupants of lands located in the Municipality of Morris-Turnberry and serviced by the Township of North Huron;

AND WHEREAS the Council of the Township of North Huron deems it desirous to amend the said Agreement with the Municipality of Morris-Turnberry;


NOW THEREFORE, the Council of the Township of North Huron enacts as follows:

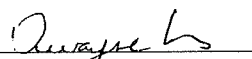
- 1.0 That By-law No. 41-2017 is amended by replacing Schedule 'A', 'B', and 'F' with the attached hereto Schedules 'A', 'B' and 'F';
- 2.0 That By-law No. 41-2017 is amended by adding the attached Schedule 'G';
- 3.0 That the Reeve and Clerk be authorized to sign this by-law;
- 4.0 This By-law shall come into full force and come into effect on the date of the passage, thereof;
- 5.0 This By-law may be cited as the "The Cross- Border Servicing Agreement By-law".

READ A FIRST AND SECOND TIME THIS 19TH DAY OF NOVEMBER, 2018

READ A THIRD TIME AND PASSED THIS 19TH DAY OF NOVEMBER, 2018

CORPORATE SEAL


Neil G. Vincent, Reeve


Dwayne Evans, CAO/Clerk

SCHEDULE "A"

WATER PROPERTIES

<u>Roll Number</u>	<u>Owner</u>	<u>Property Description</u>	<u>Capacity Assignment (m³/day)</u>
1. 40 60 540 001 00805	Joe Kerr Ltd.	Con 1 Pt Lot 7 As RP 22R-2829 Part 1	2
2. 40 60 540 001 00900	Leslie Motors Ltd.	Con 1 Pt Npt Lot 7 and 8 as RP 22R2829 Part 3	2
3. 40 60 540 001 00905	MW Simpson Construction Ltd	Concession 1 Part Lot 8, Morris, as RP 22R 1196, Part 2	To be established
4. 40 60 540 001 00940	Wescast Industries Inc.	Con 1 Pt Lots 7, 8, 9, 10 AS RP 22R4246 Parts 1 & 2	654
5. 40 60 490 001 00450	Pioneer HI-Bred Production LP	Con 1 Pt Lots 7,8 Turnberry	2
6. 40 60 490 001 00501	Municipality of Morris- Turnberry	Con 1 S Pt Lot 9 Turnberry Central School	7.5
7. 40 60 490 020 07400	Royal Homes Limited	Plan 410 Park Pt Lot 26 S of RR as RP 22R2467 Part 3	1
8. 40 60 490 020 07700	Royal Homes Limited	Plan 410 Park Lot 27 & 28 Pt Park Lot 26 as RP 22R2467	1
9. 40 60 490 020 07900	Green's Meat Market & Abattoir Ltd.	Plan 410 Pt Park Lot 30 and RP 22R4063 Part 1	To be established
10. 40 60 490 023 00125	1822007 Ontario Inc. 'Britespan'	Plan 432 Lots 17 and 20, Pt Lots 18 and 19 Pt Peter St, Pt Rd Allowance RP 22R2824 Parts 5 to 7, RP22R5995, Part 3; RP 22R6223, Parts 6-10 RP 22R6224 Parts 6 and 7	1
11. 40 60 490 023 00300	Kenneth J. VanderWoude Wendy VanderWoude	Plan 432 Lot 14	1
12. 40 60 490 023 00400	Peter Stacey	Plan 432 Pt Park Lot 13	1
13. 40 60 490 023 00500	Bradley Van Niekert	Plan 432 Pt Park Lot 12, 13 As RP 22R1807 Part 1	1
14. 40 60 490 023 00600	Terese Gebhardt	Plan 432 Pt Lot 12	1
15. 40 60 490 023 00700	Johannes and Annaluise Welgand	Plan 432 Pt Lot 11 Pt Lot 12	1
16. 40 60 490 023 00860	914572 Ontario Ltd. C/O Rob Stute	Plan 432 SE Pt Lots 15,16 63 North St W	5
17. 40 60 490 023 01500	J E Hodgins Lumber	Con 8 Pt Lot 24 including RP 22R 366 Part 1	1
18. 40 60 490 023 01600	Jake and Annie Kikkert	Plan 432 Park Lot 10, Pt Park Lots 11, 12, 13	1
19. 40 60 490 023 99800	Municipality of Morris- Turnberry	Con 8 Pt Lots 22, 23,24 Con 9 Pt Lot 9 Former CPR lands	1
20. 40 60 490 023 00862 0000	Fabric Building Covers International Inc.	Plan 432 Park Lots 21 and 22 Pt Park Lots 9, 23 and 24 Pt Peter St., RP22R6564 Part 1	1

21. 40 60 490 020 08400	MORRIS-TURNBERRY MUNICIPALITY	PLAN 410 PARK LOTS 31 AND 34;PT PARK LOT 33, being RP 22R _____ Part 1- 1264752 Ontario Inc., Part 2 - Britespan Building Systems Inc., Part 3 Fabric Building Covers International Inc.,	1 1 4
22. 40 60 490 020 08003	CRICH RODNEY WILLIAM	TURNBERRY PLAN 410 PT PARK;LOT 32 RP 22R5900 PARTS 2 TO;4	2
23. 40 60 490 020 08000	GREEN JOHN EDWARD	PLAN 410 PT PARK LOT 30 AS;RP 22R4063 PART 2	1

SCHEDULE "B"

SANITARY SEWER PROPERTIES

Roll Number	Owner	Property Description	Capacity Assignment (m ³ /day)
1. 40 60 540 001 00805	Joe Kerr Ltd.	Con 1 Pt Lot 7 As RP 22R-2829 Part 1	2
2. 40 60 540 001 00900	Leslie Motors Ltd.	Con 1 Pt Npt Lot 7 and 8 as RP 22R2829 Part 3	2
3. 40 60 540 001 00905	MW Simpson Construction Ltd.	Concession 1 Part Lot 8, Morris, as RP 22R 1196, Part 2	To be established
4. 40 60 540 001 00940	Wescast Industries Inc.	Con 1 Pt Lots 7,8,9,10 as RP 22R4246 Parts 1 & 2	200
5. 40 60 490 001 00450	PioneerHi-Bred Production LP	Con 1 Pt Lots 7,8 Turnberry	2
6. 40 60 490 001 00501	Municipality of Morris- Turnberry	Con 1 S Pt Lot 9 Turnberry Central School	7.5
7. 40 60 490 001 00600	Marilyn VanHeesch	Con 1 Spt Lot 9	5.2
8. 40 60 490 020 07900	Green's Meat Market & . Abattoir Ltd.	Plan 410 Pt Park Lot 30 and RP 22R4063 Part 1	To be established
9. 40 60 490 023 00125	1822007 Ontario Inc. 'Britespan'	Plan 432 Lots 17 and 20, Pt Lots 18 and 19 Pt Peter St, Pt Rd Allowance RP 22R2824 Parts 5 to 7, RP22R5995, Part 3; RP 22R6223, Parts 6-10 RP 22R6224 Parts 6 and 7	1
10. 40 60 490 023 00300	Kenneth J. VanderWoude Wendy VanderWoude	Plan 432 Lot 14	1
11. 40 60 490 023 00500	Bradley VanNiekert	Plan 432 Pt Park Lot 12, 13 As RP 22R1807 Part 1	1
12. 40 60 490 023 00600	Terese Gebhardt	Plan 432 Part Lot 12	1
13. 40 60 490 023 00700	Johannes and Annaluise Weigand	Plan 432 Part Lot 11, 12	1
14. 40 60 490 023 00860	914572 Ontario Ltd. C/O Rob Stute	Plan 432 SE Pt Lots 15,16 63 North St W	5
15. 40 60 490 023 02601	Mac Gowan Nursing Homes Ltd.	Con 8 Pt Lot 23 and RP 22R727 Parts 1, 2, & 3	Equivalent of 25 homes
16. 40 60 490 023 00862 0000	Fabric Building Covers International Inc.	Plan 432 Park Lots 21 and 22 Pt Park Lots 9, 23 and 24 Pt Peter St., RP22R6564 Part 1	1
17. 40 60 490 020 08400	MORRIS-TURNBERRY MUNICIPALIT	PLAN 410 PARK LOTS 31 AND 34;PT PARK LOT 33, being RP 22R_____ Part 1- 1264752 Ontario inc., Part 2 - Britespan Building Systems Inc., Part 3 Fabric Building Covers International Inc.,	1 1 4

18. 40 60 490 020 08003	CRICH RODNEY WILLIAM	TURNBERRY PLAN 410 PT PARK; LOT 32 RP 22R5900 PARTS 2 TO;4	2
19. 40 60 490 020 08000	GREEN JOHN EDWARD	PLAN 410 PT PARK LOT 30 AS; RP 22R4063 PART 2	1

SCHEDULE F

MORRIS TURNBERRY PARTNERSHIP AGREEMENT

Annually, during the term of this Agreement, Morris Turnberry's shall contribute to North Huron services in accordance with Clause 3 c) of the Township's Cross Border Servicing Policy which states that Cross Border Agreements shall contain;

"Provisions which recognize ongoing partnership between the receiving municipality and the Township of North Huron including;

- i. A requirement for the receiving municipality to contribute annually to other Township of North Huron services or programs which may include but not be limited to recreation, cemeteries, libraries, day care centres, airport, economic development, etc., as mutually agreed by the Parties; and/or
- ii. A requirement for the receiving municipality to share taxation revenue resulting from the proposed development, as mutually agreed by the Parties; and/or,
- iii. Other financial contributions, as mutually agreed by the Parties."

Morris Turnberry shall contribute annually to the following North Huron Services;

	2018	2019
Wescast Community Centre	\$71,400	\$75,000
Blyth Community Centre	\$16,320	\$16,000
Cemeteries	\$17,308	\$17,308
Contingency		\$10,000

North Huron reserves the right to request an amendment to this Schedule in conjunction with new servicing requests from Morris Turnberry.

SCHEDULE G

Clause 32 Clarification

Clause 32 states that "This agreement will come into effect on the date that it is signed by the last of the parties and shall terminate on September 1, 2019 unless either party provides notice in writing to the contrary at least one (1) year in advance of the first or any subsequent termination date, the agreement will be automatically renewed for successive periods of five (5) years".

"Notwithstanding any termination of this agreement by either party, North Huron agrees not to withdraw or terminate services to the properties identified in Schedules A & B and to continue to provide services to those properties in accordance with the terms of this agreement even following such termination, and Morris-Turnberry agrees that they will contribute towards capital upgrades to accommodate additional capacity requests which exceed the capacity allocated or has been identified as being available for Morris-Turnberry development."