

CORPORATION OF THE MUNICIPALITY OF WEST GREY

BY-LAW NUMBER 41 - 2013

BEING a By-law to authorize the Mayor and CAO to enter into a Sign Reflectivity Meter Agreement between the Municipality of West Grey, Township of Southgate, Municipality of Grey Highlands, and Township of Chatsworth;

WHEREAS the Council of the Municipality of West Grey deems it necessary and in the public interest to enter into a Sign Reflectivity Meter Agreement between the Municipality of West Grey, Township of Southgate, Municipality of Grey Highlands, and Township of Chatsworth;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:

1. That the Mayor and CAO are hereby authorized to sign a Sign Reflectivity Meter Agreement between the Municipality of West Grey, Township of Southgate, Municipality of Grey Highlands, and Township of Chatsworth, a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. THAT this by-law shall come into force and take effect on the date of its final passing.

Read a first and second time this 6th day of May, 2013.

Read a third time and finally passed this 6th day of May, 2013.



Kevin Eccles, Mayor



Christine Robinson, CAO



SCHEDULE "A" TO BY-LAW NUMBER 41 - 2013

MUNICIPALITY OF

*West
Grey*

SIGN REFLECTIVITY AGREEMENT

AGREEMENT made this ____ day of _____ 2013.

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF GREY HIGHLANDS

Hereinafter called "**Grey Highlands**"

AND

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

Hereinafter called "**West Grey**"

AND

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH

Hereinafter called "**Chatsworth**"

AND

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Hereinafter called "**Southgate**"

WHEREAS By-laws have been duly enacted by the corporate parties pursuant to the provisions of the Municipal Act, as amended, to authorize an agreement between the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows;

1. In this agreement,
 "**Designate**" means a person who in the absence of the municipal management referred to has the authority to act on behalf of the municipality.
 "**Member(s)**" means an individual Municipality or Township.
 "**Parties**" means Chatsworth, Grey Highlands, Southgate and West Grey.
 "**Manager**" means the roads management staff (Public Works Manager or Roads Manager or Roads Superintendent) from each Municipality or Township that will be the contact person with the responsible for any decisions related to this equipment.
2. This agreement is for the purpose creating a partnership between the parties for the purchase of a "Reflectivity Meter" for the purpose of measuring a signs ability to reflect light.
3. The parties agree that the capital purchase price, shipping costs including all applicable taxes, and initial training expense of the procurement of the reflectivity equipment will be split equally between four members.

4. The participants in this agreement will be responsible for the cost of periodic general maintenance and calibration of the reflectivity equipment and will be split equally on a percentage basis between the existing parties.
5. The parties agree that they will be responsible for any present and future costs of training their own staff on the use of the reflectivity equipment.
6. The parties agree to only allow trained staff to use or handle the reflectivity equipment.
7. The parties agree that should the equipment fail from being dropped or damaged due to misuse, that the member responsible will pay for all costs of repairing the equipment and returning it to working order.
8. The parties agree that each member is responsible for inspecting and testing the operation of the reflectivity equipment by the manager or a designate, when they receive it into their care and control from the member that previously used the equipment to ensure it is not damaged and is fully operational.
9. The parties agree to only use the reflectivity equipment within their Municipality or Township.
10. The parties agree that no liability shall attach or accrue onto another member of this agreement by reason of any injury or damage sustained by any personnel or private person as a result of using this equipment.
11. The parties agree that this agreement may be amended at any time by mutual consent of the parties, after the party desiring the amendment(s) gives the other parties a minimum of thirty (30) days written notice of the proposed amendment(s). Any amendments to the agreement must have a majority approval of the parties.
12. This agreement shall be in force for the life of the reflectivity equipment. This agreement therefore is automatically renewed from year to year unless a member provides written notice of their intention to exit from the agreement. Such written notice must be received by the other existing members, 30 days prior to the start of a new agreement year (April 1st each year).
13. The parties agree that any member(s) that exits from this agreement prior to the annual renewal is not responsible for the future costs of maintenance or any other costs of equipment repair to maintain it in operating condition past the renewal date. A member(s) that exits the agreement also does not hold any rights to the equipment value if sold or traded in.

14. Should the parties mutually agree to cease use of the reflectivity equipment for any reason, by a majority approval, the equipment, if sold or traded in, the residual value or cash benefit will be equally distributed to each of the existing and or new members participating in the new agreement.
15. The parties agree that the use of the equipment will be split equally to each existing member of this agreement. The use of the equipment will be scheduled each year by mutual agreement of the parties municipal Roads Managers or their designates.
16. It is further agreed that these terms and everything herein shall respectively ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
17. This agreement shall commence April 1st, 2013 and expire March 31, 2014 and automatically renews each year as stated in Section 12 of this agreement.

Passed by resolution of the Corporation of the Township of Chatsworth this _____ day of _____, 2013 and signed by the Mayor and Clerk as witnessed by the Corporate Seal.

Mayor

Clerk

Passed by resolution of the Corporation of the Municipality of Grey Highlands this _____ day of _____ 2013 and signed by the Mayor and Clerk as witnessed by the Corporate Seal.

Mayor

Clerk

Passed by resolution of the Corporation of the Township of Southgate this _____ day of _____, 2013 and signed by the Mayor and Clerk as witnessed by the Corporate Seal.

Mayor

Clerk

Passed by resolution of the Corporation of the Municipality of West Grey this 6th day of May 2013 and signed by the Mayor and Clerk as witnessed by the Corporate Seal.

Ken Eyles.
Mayor

Christine Robson
Clerk CAO