

## Report TR-TAPS-75-15

**To:** Chair Barfoot and Members of the Transportation and Public Safety Committee

**From:** M.J. Kelly, Director of Transportation Services

**Meeting Date:** October 22, 2015

**Subject:** Termination of Township of Chatsworth Sand/Salt Storage Structure Agreement

**Status:** Recommendation adopted by Committee **as amended** per Resolution TAPS146-15; Endorsed by County Council November 3, 2015 per Resolution CC148-15;

### Recommendation(s)

**WHEREAS the Township of Chatsworth and the County of Grey executed an agreement regarding the cost sharing of the sand/salt storage structure located at 136255 Grey Road 40, JDGP 900 Lot 57, former Township of Sullivan, Township of Chatsworth;**

**AND WHEREAS the County no longer requires the sand/salt storage structure;**

**NOW THEREFORE BE IT RESOLVED THAT Report TR-TAPS-75-15 regarding the termination of the sand/salt storage structure agreement with the Township of Chatsworth be received;**

**AND THAT the Transportation Services Staff advise the Township of Chatsworth that Grey County shall terminate the agreement regarding the sand/salt storage structure located at 136255 Grey Road 40, JDGP 900 Lot 57, former Township of Sullivan, Township of Chatsworth, as per the terms in the agreement.**

### Background

In 1985, a sand dome with a capacity of 4,230 cubic metres was constructed at 136255 Grey Road 40, JDGP 900 Lot 57, in the former Sullivan Township, Township of Chatsworth. The structure was constructed by Grey County on lands owned by Sullivan Township. The cost of the building and all of its repairs has been cost split evenly between Grey County and the Township of Chatsworth.

On November 7, 2002, the Township and Grey County executed an agreement regarding the responsibilities of the sand/salt storage structure. In accordance with the agreement, the Township owns the storage structure and the County will be allowed to use the facility rent free until the agreement is terminated. The Township and Grey County share the maintenance costs equally. Termination of the agreement requires an advance notice of 18 months. If either party terminates the agreement, the Township will pay 50 percent of the appraised value of the building as determined by an independent appraiser.

Grey County no longer uses this facility for winter or summer maintenance purposes.

In September, 2008, Gamsby and Mannerow Engineering completed a structural inspection of the dome when the structure was being re-shingled. The structural concerns were repaired.

It is anticipated that the 30 year old structure will require additional work or replacement in the near future. The actual value of the existing building is not known, but is expected to be relatively low.

The Township of Chatsworth staff is in general agreement with this proposal.

## Financial / Staffing / Legal / Information Technology Considerations

When the lease is terminated the Township of Chatsworth is required to pay Grey County 50 percent of the appraised value of the sand dome.

## Link to Strategic Goals / Priorities

Not applicable.

## Attachments

Township of Chatsworth Salt/Sand Storage Structure Agreement

Respectfully submitted by,

M.J. Kelly  
Director of Transportation Services

THE CORPORATION OF THE COUNTY OF GREY

BY-LAW NO. 3980-2002

A BY-LAW TO RATIFY AN AGREEMENT BETWEEN  
THE CORPORATION OF THE COUNTY OF GREY AND  
THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH  
FOR MAINTAINING A SAND/SALT STORAGE STRUCTURE

THE COUNCIL OF THE CORPORATION OF THE COUNTY OF GREY HEREBY ENACTS  
AS FOLLOWS:

1. THAT the Warden and the Clerk of the Corporation of the County of Grey are hereby authorized and instructed to execute the Agreement, being an agreement bearing the date of the 7th day of November, 2002, between the Corporation of the County of Grey and the Township of Chatsworth regarding the maintaining of a sand and salt storage building on the property owned by the Township of Chatsworth at Part of Lot 11, Concession 7 in the Township of Georgian Bluffs (former Township of Sullivan).
2. THAT the Agreement referenced in Clause 1 is attached hereto and forms part of this by-law.
3. THAT this by-law shall come into force and take effect on, from, and after the final passing thereof.
4. THAT By-Laws No. 3023 is hereby rescinded.

ENACTED AND PASSED THIS 3rd day of December, 2002.

  
WARDEN: LARRY MILLER

  
CLERK: SHARON VOKES

AGREEMENT made this 7th day of November, 2002.

BETWEEN:

THE CORPORATION OF THE COUNTY OF GREY

Hereinafter called the "COUNTY"

OF THE FIRST PART

AND

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH  
( FORMER TOWNSHIP OF SULLIVAN )

Hereinafter called the "TOWNSHIP"

OF THE SECOND PART

WHEREAS the "County" and the "Township" are sharing ownership of a sand/salt storage dome being used by the "County" and the "Township" for the storage of sand and salt and other materials for road maintenance use;

AND WHEREAS it has been agreed that each Municipality will contribute to the cost of the maintenance thereof hereafter in proportion to the storage use to be made of such building by each Municipality;

AND WHEREAS the parties desire to enter into this Agreement to declare their respective rights, obligations, and liabilities in connection with the said sand and salt storage dome and their right of user of the same hereafter;

WITNESSETH THAT THE PARTIES AGREE AS FOLLOWS:

1. The "County" erected a sand storage dome on lands owned by the "Township".
2. The cost of construction was borne by the parties as follows:

by the "County"	50%
by the "Township"	50%
3. The "Township" owns the sand storage dome and shall share the use thereof for sand storage purposes hereafter with the "County" rent free until this agreement is terminated as hereinafter provided, and during such period the "County" and its duly authorized servants and agents and employees shall have all necessary rights-of-way and access to said storage dome and area as may be necessary for their purposes.
4. During the term of this agreement, the "Township" shall maintain the sand dome, and all costs of maintenance shall be paid by the "Township" in the first instance and the "County" shall pay its share thereof to the "Township" on demand.

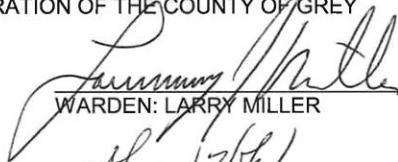
Unless otherwise agreed the costs of maintenance shall be borne as follows:

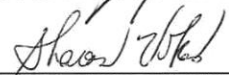
by the "County"	50%
by the "Township"	50%

5. Either party may terminate this agreement on giving to the other 18 months notice in writing addressed to the respective Clerk of the Municipality. If either party shall terminate the Agreement, the "Township" shall pay to the "County" an amount equal to the "County's" share of the capital cost as determined by an independent appraiser. The said sum shall be paid to the "County" on the termination of the Agreement, i.e. 18 months from the date of giving notice of termination.

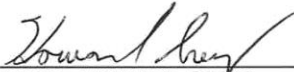
IN WITNESS WHEREOF the respective Corporations have hereunto affixed their Corporate Seals as attested by their duly authorized officers.

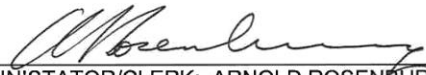
THE CORPORATION OF THE COUNTY OF GREY

  
WARDEN: LARRY MILLER

  
CLERK: SHARON VOKES

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH

  
MAYOR: HOWARD GREIG

  
ADMINISTRATOR/CLERK: ARNOLD ROSENBERG