

THE RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1557/01

BEING a by-law of the R. M. of Morris authorizing the entering into an agreement with the Province of Manitoba for the installation of water lines.


WHEREAS the Rural Municipality of Morris has installed some water service lines in the Municipality and that some of these lines did cross Provincial roads;

AND WHEREAS the Department of Transportation requires that an installation agreement be completed for the provision of these water lines;

THEREFORE BE IT RESOLVED that it is hereby enacted as a by-law of the Rural Municipality of Morris, in Council duly assembled, as follows:

1. That the R. M. of Morris does now enter into an agreement with the Department of Transportation, Province of Manitoba for the installation of water lines crossing Provincial roads on PTH 23 and PR 422.
2. That the Reeve and Chief Administrative Officer of the Rural Municipality of Morris is authorized to sign this agreement for the provision of this service.

DONE AND PASSED in Council duly assembled in Morris, Manitoba
this 15th day of November, 2001.


Reeve


Chief Administrative Officer

AGREEMENT FOR INSTALLATION UNDER

PROVINCIAL HIGHWAYS

BETWEEN

THE PROVINCE OF MANITOBA

AND

RURAL MUNICIPALITY OF MORRIS

AGREEMENT NUMBER WL2-0050-98

DATE: OCTOBER 26, 1998

January, 1988

AGREEMENT FOR UNDERGROUND INSTALLATION

THIS AGREEMENT made, in duplicate, this 26th day of October, 1998.

BETWEEN: HER MAJESTY THE QUEEN in right of the Province of Manitoba, as represented by the Honourable the Minister of Highways and Transportation.

(hereinafter called "the Province") of the First Part;

- and -

RURAL MUNICIPALITY OF MORRIS

(hereinafter called "the applicant") of the Second Part;

WHEREAS the Applicant wishes to construct and maintain a water line (hereinafter called "the Works") within the control limits of, adjacent to our Provincial Trunk Highway known as P.T.H 23 and our Provincial Road known as P.R. 422, (hereinafter called "the Road") located in the RM of Morris.

AND WHEREAS the Province is prepared to permit the Applicant to construct and maintain the Works according to the terms and conditions as hereinafter provided,

NOW THEREFORE, the parties hereto agree, as follows:

A. CONSTRUCTION AND RESTORATION

1. That the Applicant may construct and maintain the Works under the Road, according to the Plan thereof referred to as Schedule "A", and at the locations indicated on the Department of Highways Plan No.57, dated Jan. 1992 referred to as Schedule "B", both attached and forming part and parcel of this Agreement.
2. That the Applicant shall notify the Director of Regional Operations responsible for the area where the Works are located, of the Applicant's intention to start the Works at least 48 hours prior to commencing work.
3. That the Applicant shall arrange for the safe movement of highway traffic and pedestrians during installation of the Works, by providing and maintaining the necessary signs, barricades, channelling, and other devices which are generally required by the Province's specification for Traffic Control.
4. That the Applicant shall install the Works through the Road embankment by boring, tunnelling or jacking.

5. That if it becomes necessary for the Applicant to install the Works through the road embankment by excavating open trenches, the Applicant shall first obtain written permission from the Assistant Deputy Minister, Engineering Technical Services, Department of Highways and Transportation.
6. That the Applicant may excavate trenches for the Works within the right-of-way of the Road but only to within 3 metres of existing shoulder unless otherwise permitted by paragraph 5. The Applicant shall ensure that the trenches are adequately shored.
7. That the Applicant shall backfill the trenches, compact the materials and restore the surface over excavated areas to a condition similar and equal in nature to what had existed prior to commencement of the Works. The Applicant shall be responsible for restoration of the Works within the right-of-way of the Road, for a two year period following the date of the approval letter which authorizes the Applicant to commence the Works.
8. That if the Applicant should fail to restore the disturbed areas, the Province may perform the restoration required and charge the Applicant with the full cost thereof.
9. That the Applicant shall use due care and attention to avoid damage to property of the Province on the Road and in the event of damage to this property during the construction and maintenance of the Works, the Applicant shall immediately restore this property to a condition satisfactory to the Director of Regional Operations.
10. That the Applicant shall not use the Road location for any purpose other than the construction, operation and maintenance of the Works.

B. DEFAULT

11. If the Applicant fails to perform any of the obligations under Part A hereof, the Director of Regional Operations shall advise the Applicant of the default, and if the Applicant fails to immediately remedy the default, the Director of Regional Operations may then take the necessary steps to remedy the default, and the Applicant shall be liable for and pay to the Province all the cost and expenses incurred by the Province in doing so.

C. LIABILITY

12. That the Applicant shall be responsible for all costs that may occur because of damage the Applicant causes to the Road, utilities or underground services within the right-of-way of the Road while constructing or maintaining the Works.
13. That the Applicant shall indemnify and save harmless the Province from and against all claims arising from the construction, operation and maintenance of the Works by the Applicant, his servants or agents.

14. That the Applicant hereby releases the Province from any and all liability for damage to the Works or any related property by reason of any work carried out on the Road by the Province, its servants or agents, in all cases any future cable adjustments or relocations due to highway upgrading will be the responsibility of the Applicant.
15. That the Applicant shall comply with all applicable municipal by-laws, and other laws and regulations in constructing, operating and maintaining the Works.

D. TERMINATION

16. This Agreement may be terminated:
 - a) Before installation - by the Province, if work has not commenced within a year after approval has been granted to install the Works.
 - b) After installation - by the Province, after giving the Applicant three months written notice,
- by mutual agreement of the parties.

E. ASSIGNMENT AND NOTICE

17. That the Applicant shall not assign this Agreement, or transfer any rights obtained hereunder, without the express written consent of the Province.
18. That any notice required under this Agreement shall be effective if it is in writing and given to the Applicant, or sent to the Applicant by certified mail at the following address

RURAL MUNICIPALITY OF MORRIS
Box 518
MORRIS MANITOBA
R0G 1K0

F. SPECIAL PROVISIONS

1. This agreement is subject to any restrictions and/or regulations imposed by any other Government body and does not relieve the applicant from having to comply with these requirements.
2. The applicant is responsible for all costs associated with the removal, relocation or adjustments of the water line installation due to Highway reconstruction or upgrading.
3. Water lines shall be buried at a depth of 2.5m below existing ditch.
4. Water lines shall be clearly marked at both ends and be easily identifiable.
5. Wherever existing ditch gradients have been altered as a result of construction or installation activities, the owner shall restore drainage to the satisfaction of the Department of Highways & Transportation. The restoration shall be established through the use of surveyed grade lines or similar control. All affected ditches shall be reseeded and subject to the same warranty period outlined in clause A(7).

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

SIGNED IN THE PRESENCE OF:) HER MAJESTY THE QUEEN in Right
) of the Province of Manitoba as
) represented by
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 WITNESS) for THE MINISTER OF HIGHWAYS
) AND TRANSPORTATION
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 WITNESS - To Signature If Not Sealed THE APPLICANT- RURAL MUNICIPALITY OF MORRIS



