

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW 95-16

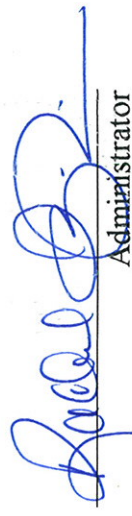
A by-law to authorize execution of an Agreement
between the municipality and the Corporation
of the City of Sault Ste. Marie

THE COUNCIL of the Corporation of the Township of Prince HEREBY ENACTS AS
FOLLOWS:

1. That the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and the Corporation of the City of Sault Ste. Marie, which agreement is attached hereto as Schedule "A".
2. Schedule "A" hereto forms part of this by-law.

READ THREE TIMES and PASSED in open Council this 10th day of October, 1995.


Reeve


Administrator

THIS AGREEMENT made in triplicate this 1st day of October, 1995.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF PRINCE
hereinafter called the Township of the FIRST PART

and

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter called the City of the SECOND PART

WHEREAS the Township has requested the City and the City has agreed to undertake to assume the responsibility for winter control maintenance on various Township roads in the Township of Prince, Territorial District of Algoma, under the terms and conditions contained herein.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the City and Township agree as follows:

1. The City shall carry out and perform all of the winter control operations specified in Schedule "A" hereto as may be necessary from time to time or otherwise as may be directed by the parties hereto for various Township roads in the Township of Prince, Territorial District of Algoma.
2. For the purposes of carrying out such winter control operations, the City shall supply all necessary labour, material and equipment.
3. All winter control operations hereunto shall be in accordance with the standards prescribed by the City. The City shall supply competent operators for all work and shall provide and maintain all equipment in good repair.
4. The Township shall pay to the City the cost of winter control operations on various Township roads in the Township of Prince pursuant to this agreement.
5. Without limiting the generality of Paragraph 4 previously mentioned, the cost of winter control maintenance shall include the cost of the following:
 - (a) Salaries and wages including supervisory, standby and patrol time at 1.5 times the actual rate.
 - (b) Equipment rental rates plus 15%
 - (c) Hand tools, implements and protective clothing.
 - (d) Barricades and snow removal and clearing signs.
 - (e) Abrasive materials or chemicals plus 15% handling charges

- (f) Fringe benefits at the rate of 48.4% of salaries and wages, subject to annual review and revision by mutual agreement of the parties.
- (g) 7% administrative overhead.
- (h) Plus G.S.T. taxes
- (i) Such other costs as may be mutually agreed upon by both parties.

6. On or before the 20th of each and every month during the currency of this agreement, the City shall render an account to the Township for services performed by the City during the preceding month, which account shall be paid by the Township within thirty (30) days from the date on which it is received, except the final adjustment billing which will be submitted by the City to the Township when year-end postings have been made and the books of the City have been closed. If the account is not paid within forty-five (45) days, interest thereon shall be charged at the rate of 1 1/4% for each month or fraction thereof that the payment is overdue.

7. The City shall keep appropriate records of the cost of the winter control operations under this agreement and shall permit the inspection and audit of such records by the Township at any reasonable time upon notice in advance.

8. It is understood and agreed that the City is the agent of the Township for the purpose of carrying out the winter control operations required under this agreement and the Township shall indemnify and save the City harmless from any claims, demands, causes of action of any nature and kind that may be brought against the City arising out of such winter control operations, provided that this paragraph shall not apply to any claims or losses arising directly or indirectly out of the negligence of the City in carrying out its obligations.


9. In the event of any dispute between the parties hereto during the terms of the agreement or afterwards or after the termination or breach of this agreement as to any matter arising thereunder, either party hereto shall be entitled to give the other notice of such dispute and to demand arbitration thereof. Such notice and demand being given, each party shall at once appoint an arbitrator and these shall jointly select a third. The decision of any two or three arbitrators shall be final and binding upon the parties who covenant that their disputes shall be so decided by arbitration alone and not be recourse to any Court by way of action of law. If within thirty (30) days the two arbitrators appointed by the parties do not agree upon a third or a party who has been notified of a dispute fails to appoint an arbitrator, then a third arbitrator may, upon simple petition of the party not in default, be appointed by a Judge of the District Court of the Territorial District of Algoma. The cost of arbitrators shall be apportioned against the parties hereto or against either of them in such a manner as the arbitrators may decide.

- 10. This agreement shall enure to the benefit and be binding upon the parties hereto, their successors and assigns.
- 11. This agreement shall be in effect during the following periods:
 - (i) from and including the 15th day of October 1995 until the 30th day of April 1996.

IN WITNESS THEREOF, the parties hereto have affixed their respective corporate seals attested by the hands of their respective duly authorized officers.

THE CORPORATION OF THE TOWNSHIP OF PRINCE


 REEVE - DAVID EDGAR


 ADMINISTRATOR - RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF
 SAULT STE. MARIE

 MAYOR - JOSEPH M. FRATESI

 CLERK - WM. G. LINDSAY

WINTER CONTROL OPERATIONS

Snow Clearing

Plowing
Winging Back
Snow Removal

Sanding

Sanding
Stockpiling
Loading

Salting

Salting
Stockpiling
Loading

Such other winter control operations as may be agreed upon by the parties from time to time.