

THE CORPORATION OF THE TOWNSHIP OF PRINCE


BY-LAW NO. 97-14

Being a by-law to authorize execution by the Reeve and Administrator of a Winter Maintenance 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, being an agreement for the provision of winter maintenance, which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"
Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 25th day of November, 1997.


Reeve


Administrator

THIS AGREEMENT made in triplicate this 1st day of October, 1997.

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, actions, 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 Ontario (General Division) for the 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.

THIS AGREEMENT made in triplicate this 1st day of October, 1997.

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.
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