

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2004-19

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the municipality and the City of Sault Ste. Marie with respect to boundary road maintenance

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE
HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator are and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and the City of Sault Ste. Marie, 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 09th day of November 2004.



Reeve



Administrator



Schedule "A" to Bylaw 2004-19

THIS AGREEMENT made this 1st day of October, 2004 pursuant to Section 29.1 of The Municipal Act, 2001.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter called "The City"

of the FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF PRINCE
hereinafter called "The Township"

of the SECOND PART

WITNESSETH that the parties hereto covenant, promise and agree each with the other as follows:

1. During the currency of this agreement the City shall maintain and keep in repair for its whole width and at the expense of the City each of the following part of highways forming the boundary between the Township of Prince and the City of Sault Ste. Marie, including the bridges thereon that is the duty of the parties hereto to maintain and repair:
 - (a) all of that part of Base Line Road from the east limit of Town Line Road to a point one-half (1/2) mile west of the intersection of Base Line Road with the highway that is a connecting link with King's Highway 565; and
 - (b) all of that part of the Town Line Road from the south limit of the Second Line Road to the north limit of the Third Line Road.
2. During the currency of this agreement the Township shall maintain and keep in repair for its whole width and at the expense of the Township each of the following part of the Highways forming the boundary between the Township of Prince and the City of Sault Ste. Marie including the bridges thereon that it is the duty of the parties to maintain and repair.
 - (a) all of that part of the Base Line Road from a point one-half (1/2) mile west of the intersection of Base Line Road and the Highway that is a connecting link with King's Highway 565 (Airport Road) and the east limit of Walls Road; and
 - (b) all of that part of the Town Line Road from the north limit of the Base Line Road to the south limit of the Second Line Road.
3. For the purpose of this agreement "maintain and repair" with respect to the roads mentioned above includes where necessary, snow plowing, sanding, grading, gravelling, dust control by spraying of water or calcium chloride, and snowfencing.
4. In the event that any boundary road aforesaid shall require major construction or major maintenance in the opinion of one or other of the parties hereto, then the party responsible for the maintenance of such boundary road shall have estimates of the cost of such work prepared and the necessary work shall, with the approval of the other party hereto, be performed and the cost thereof shall be shared equally by the parties hereto.

5. This agreement shall be valid for a period of five (5) years from the date hereof and upon the fifth anniversary date of this agreement shall be null and void and of no further affect.
6. This agreement may be amended or discharged at any time by agreement between the parties hereto.
7. The Township agrees to indemnify and save harmless the City from any loss or damage arising from the want of repair of the roads for which it has assumed responsibility for maintenance and repair pursuant to this agreement. Further, the Township relieves the City of all liability in respect of the maintenance and repairs of such roads during the currency of this agreement.
8. The City agrees to indemnify and save harmless the Township from any loss or damage arising from the want of repair of any such roads that the City has assumed responsibility for the maintenance and repair of such roads pursuant to this agreement. The City does also hereby relieve the Township from all liability in respect of the maintenance and repair of such roads.
9. Notwithstanding the foregoing either party may terminate this agreement on giving thirty (30) days notice in writing of its intentions so to do, which notice shall be validly given if it is in writing, addressed to the Clerk of the other party and mailed by prepaid first class mail.
10. The road aforesaid shall be maintained and repaired by the parties hereto so that the travelled portion of each such road shall be not less than thirty-six (36) feet in width.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals as witnessed by the hands of their respective proper officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF
SAULT STE MARIE

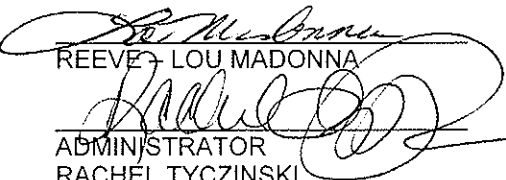


MAYOR - JOHN ROWSWELL



CLERK - DONNA IRVING

THE CORPORATION OF THE
TOWNSHIP OF PRINCE



REEVE - LOU MADONNA



ADMINISTRATOR
RACHEL TYCZINSKI