

CORPORATION OF THE COUNTY OF PERTH

BY-LAW NUMBER 3164-2009

**AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH
THE CORPORATION OF THE CITY OF STRATFORD AND
STRATFORD-PERTH MUSEUM ASSOCIATION**

WHEREAS Section 5(3) of the Municipal Act, 2001, c.25, as amended, authorizes a municipality to pass by-laws to exercise its municipal powers;

AND WHEREAS The Council of the Corporation of the Township of Perth South has requested the County of Perth to supply and provide storage for the Township's winter road sand and salt requirements;

AND WHEREAS The Corporation of the County of Perth is willing to enter into an Agreement for such purposes;

NOW THEREFORE, the Council of the Corporation of the County of Perth enacts as follows:

1. That an agreement with The Corporation of the Township of Perth South for the supply and storage for the Township's winter road sand and salt, attached hereto as Schedule "A" and forming a part of this By-law, be entered into;
2. That the Warden and the Clerk are hereby authorized to execute the said agreement and to affix the corporate seal thereto.
3. That this By-law shall come into force and take effect on the final passing thereof.

Read a first and second time this 5th day of November, 2009

Read a third time and finally passed this 5th day of November, 2009.

"Julie Behrns"

Julie Behrns, Warden

"R. William Arthur"

R. William Arthur, Clerk

THE CORPORATION OF THE TOWNSHIP OF PERTH SOUTH

BY-LAW NO. 56-2009

Being a By-law to authorize the execution of an Agreement with The Corporation of the County of Perth for the provision and storage of winter road sand and salt.

WHEREAS Section 5(3) of the Municipal Act, 2001, c. 25, as amended, authorizes a municipality to pass by-laws to exercise its municipal powers;

AND WHEREAS the Council of The Corporation of the Township of Perth South has requested the County of Perth to supply and provide storage for the Township's winter road sand and salt requirements;

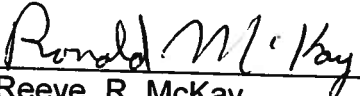
AND WHEREAS The Corporation of the County of Perth is willing to enter into an Agreement for such purposes;

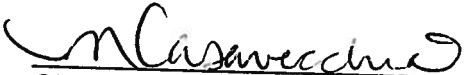
NOW THEREFORE the Council of The Corporation of the Township of Perth South **HEREBY ENACTS AS FOLLOWS:**

1. THAT the entering into of an Agreement with The Corporation of the County of Perth is hereby approved and authorized.
2. THAT the Reeve and the Clerk be and they are hereby authorized and directed to execute on behalf of The Corporation of the Township of Perth South the said Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of this By-law.
3. THAT the said Agreement shall take effect and come into force upon the signing thereof by all parties thereto.
4. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a FIRST and SECOND time this 20th day of October, 2009.

READ a THIRD time and **FINALLY PASSED** this 20th day of October, 2009.


Reeve, R. McKay


Clerk, M. Casavecchia

**SCHEDULE 'A'
TO
BY-LAW NO. 56-2009**

**AGREEMENT FOR THE PROVISION AND STORAGE
OF WINTER ROAD SAND AND SALT**

THIS AGREEMENT made in duplicate this 20th day of October, 2009.

BETWEEN:

THE CORPORATION OF THE COUNTY OF PERTH

Hereinafter referred to as "**COUNTY**"
OF THE FIRST PART

-And-

THE CORPORATION OF THE TOWNSHIP OF PERTH SOUTH

Hereinafter referred to as "**TOWNSHIP**"
OF THE SECOND PART

WHEREAS the **TOWNSHIP** has requested the **COUNTY** to supply and provide storage for the **TOWNSHIP'S** winter road sand and salt requirements;

AND WHEREAS the **COUNTY** is willing to enter into an agreement for such purposes upon the terms and conditions hereinafter appearing;

NOW THEREFORE in consideration of the mutual terms and conditions hereby acknowledged, the Parties agree as follows:

1. For the purposes of this Agreement, the term "**Winter Road Sand**" shall mean stockpiled sand mixed with a 5% minimum Highway Grade Rock Salt. In addition, the term "**Salt**" shall mean stockpiled Highway Grade Rock Salt. Both materials are meant to be applied to public roadways in the event of ice and snow as a normal part of winter road maintenance.
2. For the purposes of this Agreement, the term "**Actual Cost**" means the **COUNTY'S** charge for labour and materials at the **COUNTY'S** purchase price plus the **COUNTY'S** standard overhead charge were applicable.
3. This Agreement shall be in full force and effect for a period of three years (3) commencing November 1, 2009 and ending October 31, 2012. The **COUNTY** shall advise the **TOWNSHIP** of any changes in the material unit prices for the subsequent year as soon as they become available, and these shall be approved by the **TOWNSHIP** in writing.

4. It is understood that the **TOWNSHIP** will pick up the materials at the **COUNTY** Public Works Yard located at 4312 County Road 119, and that the materials will be weighed by the **COUNTY'S** equipment.
5. The material costs for the initial year (Winter 2009/2010) shall be as follows:
 - Winter Road Sand \$11.81/tonne
 - Salt \$65.30/tonne
6. All amounts payable by the **TOWNSHIP** to the **COUNTY** under this Agreement shall be paid in accordance with the invoices rendered by the **COUNTY**. The **TOWNSHIP** shall pay the **COUNTY** invoices within 30 days of being invoiced.
7. This Agreement may be terminated by either party upon giving written notice. Such notice shall be given no later than June 30th in any given year.
8. A two year extension to this Agreement may be requested by the **TOWNSHIP** for consideration by the **COUNTY** no later than October 31, 2011.
9. Any notice or other correspondence required under this Agreement shall be valid only if delivered in writing to the following:

Director of Public Works
Township of Perth South
3191 Road 122
St. Pauls, Ontario
N0K 1V0

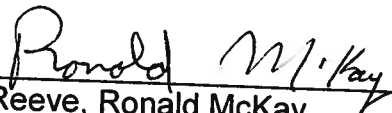
Director of Public Works
County of Perth
Court House
1 Huron Street
Stratford, Ontario
N5A 5S4

10. No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by both Parties.
11. This Agreement constitutes the entire Agreement between the Parties with the respect to the matter described and supersedes all prior oral or written arrangements.

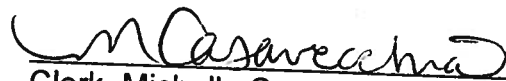
IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED
In the presence of:

THE CORPORATION OF THE
TOWNSHIP OF PERTH SOUTH



Reeve, Ronald McKay



Clerk, Michelle Casavecchia

THE CORPORATION OF THE
COUNTY OF PERTH

