

THIS AGREEMENT made in duplicate this
day of , 1980.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter referred to as the "Town"

and

THE CORPORATION OF THE CITY OF WELLAND

Hereinafter referred to as the "City"

WHEREAS Murdoch Street is the road allowance between
Lots 1 and 2 in Concession 13 in the old Township of Pelham;

AND WHEREAS Murdoch Street is located entirely
within the boundaries of the Town;

AND WHEREAS the road allowance is open between
Chantler Road and Webber Road and thereby dedicated as a public
highway;

AND WHEREAS the City's westerly boundary abuts the
said Murdoch Street thereby making it a boundary road;

AND WHEREAS The Municipal Act, R.S.O. 1970, Chapter
284, Section 410, authorizes adjoining municipalities to enter
into agreements for the maintenance and repair of boundary roads;

AND WHEREAS the Town has passed by-law number
authorizing the execution of an agreement of maintenance and
repair for the said Murdoch Street;

AND WHEREAS the City has passed by-law number
authorizing the execution of an agreement of maintenance and
repair for the said Murdoch Street;

NOW THEREFORE WITNESSETH that in consideration of
the mutual covenants herein contained, the Town and City hereby
agree to the following:

1. The Town shall be responsible for the ongoing repairs and maintenance to the road surface of the public highway known as Murdoch Street located in the said Town, and more particularly described as follows:

Lying and situate, as an open road allowance,
between Lots 1 and 2 in Concession 13 of
Township of Pelham now in the Town of Pelham,
in the Regional Municipality of Niagara.

2. The City shall reimburse to the Town fifty per cent of the costs of the stone and gravel used by the Town for the aforementioned maintenance. The said reimbursement shall be made upon the request of the Town after providing the necessary particulars to the City.

3. The Town shall be further responsible for the grading of the road and for the weed and dust control of the road.

4. The City shall be responsible for the snow plowing and sanding of the road necessary as a result of the ice and snow conditions.

5. This agreement shall come into full force and effect at the date of execution hereof and shall remain in full force and effect for a period of ten years from the date of execution.

IN WITNESS WHEREOF THE CORPORATION OF THE TOWN OF PELHAM AND THE CORPORATION OF THE CITY OF WELLAND have hereunto affixed their corporate seals duly attested by their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED

In the presence of

) THE CORPORATION OF THE TOWN OF
) PELHAM

) PER: ES Bergenstein

) PER: Murray Hackett

) THE CORPORATION OF THE CITY OF
) WELLAND

) PER: _____

) PER: _____

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