

THIS AGREEMENT made in duplicate the 4 ., day of February , 1997.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF FARADAY

hereinafter called "Faraday"

OF THE FIRST PART;

and

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

hereinafter called "Wollaston"

OF THE SECOND PART;

WHEREAS the parties hereto are adjoining municipalities, having the duty to maintain and repair highways which form the boundary between them;

AND WHEREAS The Municipal Act, R.S.O. 1990, M45, S.271 (1) provides that the parties hereto may enter into an agreement with respect to those portions of the highways forming the boundary between them that each shall have the duty to maintain;

AND WHEREAS the parties hereto, have regard to Section 283 of The Municipal Act, agree that the highways described herein are common boundary highways;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. Faraday and Wollaston shall winter maintain only, those portions of the highway forming the boundary between the municipalities hereinafter described as follows:
 - (a) That portion of the Lower Faraday Road running from the intersection of Lower Faraday Road and Ingram Road in a south easterly direction to the intersection of Lower Faraday Road and Cameron Road and shown on the sketch hereto, identified thereon as "Portion No. 1";
 - (b) That portion of the Cameron Road running from the intersection of Lower Faraday Road and Cameron Road in a north easterly direction to the intersection of Cameron Road and Ragged Lake Road and shown on the sketch hereto, identified thereon as "Portion No. 2";

(c) That portion of the Cameron Road running from the intersection of Cameron Road and Ragged Lake Road in a northerly direction to the Cameron Estate in Lot 9, Concession 3, Faraday and shown on the sketch hereto, identified thereon as "Portion No. 3";

(d) That portion of the Mertz Road running from the intersection of Cameron Road and Mertz Road in a north westerly direction to the intersection of Mertz Road and Mertz Lane and shown on the sketch hereto identified thereon as "Portion No. 4";

2. The parties hereto agree that this agreement shall remain in effect with respect to the highways herein mentioned for a period of 4 years from the date hereof, with the Township of Wollaston being responsible for Portion No. 1, 2, 3, and 4 in year 1 and the Township of Faraday for year 2, 3, and 4. If at the end of the 4 years, no notice of termination has been received by either party the agreement shall be renewed automatically on January 1, of each year thereafter, with the 1 year to 3 years cycle of winter maintenance being in place.

3. The parties hereto also agree that summer maintenance of those portions of the highway forming the boundary between the municipalities herein described shall be maintained as follows:

The Township of Faraday shall be responsible for Portion No. 1, 3, and 4, and the Township of Wollaston shall be responsible for Portion No. 2 of every year.

IN WITNESS WHEREOF both municipalities have hereunto affixed their corporate seal under the hands of its proper representatives duly authorized in that behalf, the day and year first above written.

THE CORPORATION OF THE TOWNSHIP OF FARADAY

PER:

C. J. [Signature]
REEVE

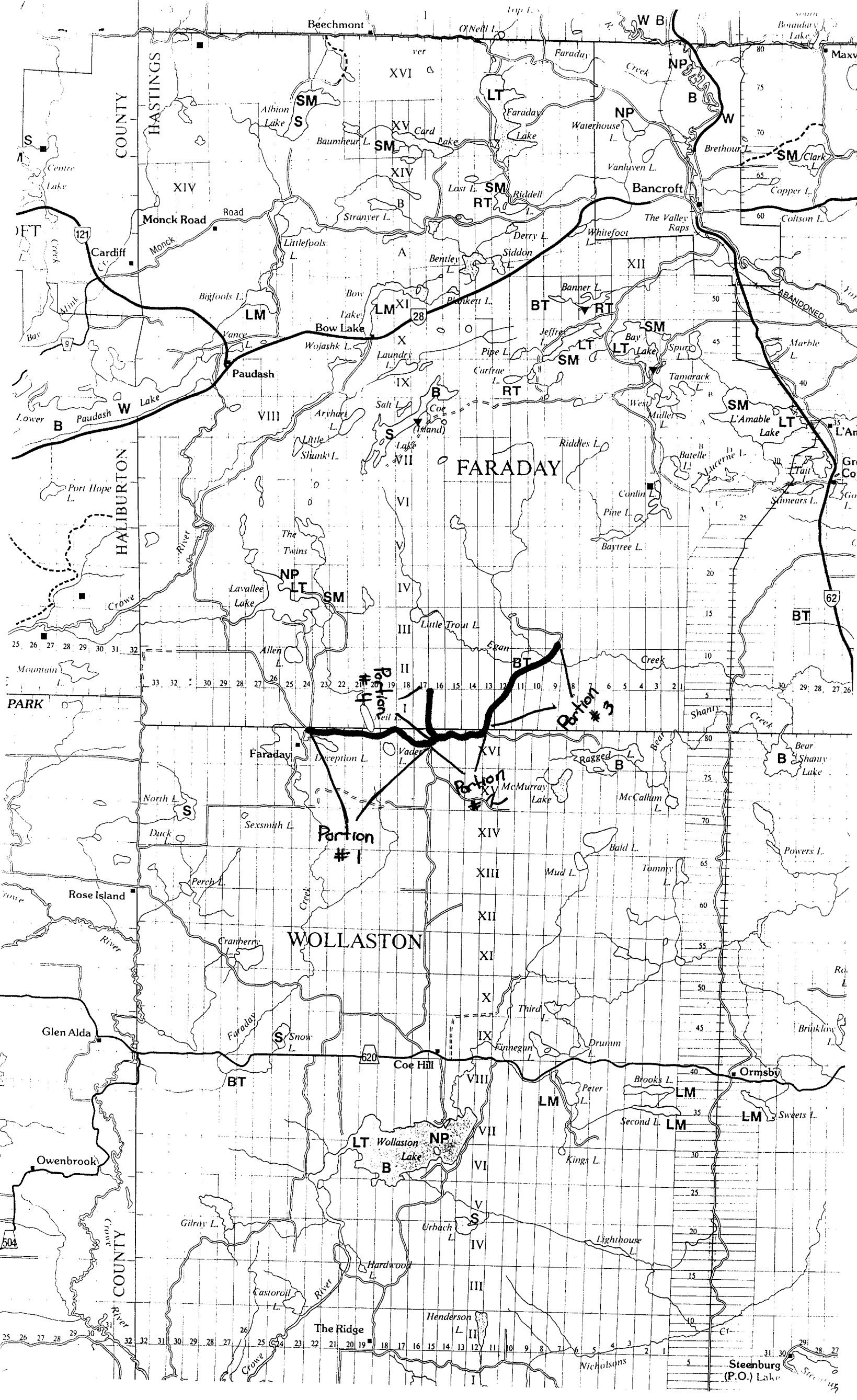
Elizabeth Mackay
CLERK

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

PER:

Albert Vadeu
REEVE

Jacqueline M. Dalby
CLERK



THE CORPORATION OF THE TOWNSHIP OF FARADAY

BY-LAW NO. 5-97

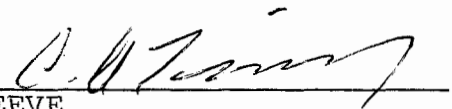
Being a By-Law authorizing execution of an agreement as hereinafter described.

WHEREAS the Council of the Corporation of the Township of Faraday proposes to enter into an Agreement with The Corporation of the Township of Wollaston, dated February 4, 1997 in the form hereto attached respecting certain common boundary roads and the maintenance thereof;

NOW THEREFORE the Council of the Corporation of the Township of Faraday **ENACTS AS FOLLOWS:**


1. The Reeve and Clerk of this Municipality are hereby authorized and empowered on behalf of this Municipality to execute the Agreement entered into between this Municipality and The Corporation of the Township of Wollaston, dated February 4, 1997 and to affix the seal of this Municipality thereto.

Read a first, second and third time and passed on the 4th, DAY OF February 1997.


REEVE


CLERK

I, Elizabeth Mackey, Clerk of the Township of Faraday do hereby certify this to be a true copy of By-Law No. 5-97 as passed in an open meeting of Council held on February 4, 1997.


Elizabeth Mackey, Clerk

BY-LAW 15-96

Being a By-Law to go into agreement with Faraday Township to service road as per agreement as per Sch. A. Clerk and Reeve to sign agreement.

Read a first, second and third time this 17th day of December, 1996.

Passed, sealed and entered in the By-Law Book.

Albert Vader
Albert Vader, Reeve

Jacqueline M Dalby
Jacqueline Dalby, Clerk