

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

BY-LAW NUMBER 66 - 2010

BEING, A by-law to approve and authorize the execution of an Agreement between the Municipality of West Grey and Randharr Investments Inc., regarding the paving of Harry Bye Boulevard;

WHEREAS, the Council of the Municipality of West Grey deems it expedient and in the public interest to enter into an Agreement between the Municipality of West Grey and Randharr Investments Inc.;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOW:

1. That the Agreement between the Municipality of West Grey and Randharr Investments Inc., attached hereto as Schedule "A", and forming part of this by-law, is hereby approved.
2. That the Mayor and CAO are hereby authorized to sign and seal the said Agreement.
3. That this by-law shall come into full force and effect on the date of passing.

Read a first and second time, this 15th day of November, 2010.

Read a third time and finally passed, this 15th day of November, 2010.

Kevin Eccles, Mayor

Christine Robinson, CAO

SCHEDULE “A” TO BY-LAW NUMBER 66 - 2010

MUNICIPALITY OF



RANDHARR INVESTMENTS INC. AGREEMENT

**AGREEMENT
REGARDING THE PAVING OF HARRY BYE BOULEVARD**

THIS AGREEMENT made as of the 18th day of November, 2010.

BETWEEN:

The Corporation of the Municipality of West Grey, a municipal corporation governed under the laws of the Province of Ontario,

(hereinafter referred to as "West Grey")

OF THE FIRST PART,

-- and --

Randharr Investments Inc., a corporation incorporated under the Laws of the Province of Ontario,

(hereinafter referred to as the "Randharr")

OF THE SECOND PART.

WHEREAS West Grey is a municipality in the County of Grey and has agreed to fund part of the cost of paving Harry Bye Boulevard, a road within and under the jurisdiction of West Grey;

AND WHEREAS Randharr has agreed to complete the paving of Harry Bye Boulevard otherwise at its own cost;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) it is agreed as follows:

1. Randharr hereby agrees to supply all labour and material reasonably necessary to complete the paving of Harry Bye Boulevard (the "Work") to the road engineering standards of West Grey, which standards shall be provided to Randharr prior to commencement of the Work.
2. West Grey agrees to pay to Randharr for its share of the Work the amount of Nineteen Thousand Eight Hundred and Sixty-Nine 86/100 Dollars (\$19,869.86) in the manner and at the times provided in paragraph 6 herein.
3. Randharr shall complete the Work in a good and workmanlike manner and shall provide all necessary material of a type and quality acceptable to West Grey and its engineers.
4. Randharr agrees to fully complete the Work on or before the 31st day of December, 2010.
5. Randharr shall be responsible for its own labour, material, liability insurance, W.S.I.B. premiums and claims, and for all other liabilities and costs that would normally be the responsibility of a road contractor doing business with West Grey.

