

Rural Municipality of Craik No. 222

Bylaw No. 2017-04

A BYLAW TO AUTHORIZE ENTERING INTO AN AGREEMENT WITH THE R.M. OF SARNIA NO. 221 TO FACILITATE THE MAINTENANCE OF CERTAIN ROADS IN BOTH MUNICIPALITIES

NOW THEREFORE, the Council of the Rural Municipality of Craik No. 222, in the Province of Saskatchewan, enacts as follows:

1. It shall be lawful for the Council of the Rural Municipality of Craik No. 222 to enter into an agreement with the Rural Municipality of Sarnia No. 221 for the purpose of facilitating the maintenance of certain roads in both municipalities, the terms of which are attached hereto and marked as **SCHEDULE A**.
2. The Reeve and Administrator are hereby authorized to sign such agreement and to cause the corporate seal of the municipality to be affixed thereto.
3. This Bylaw shall come into force and take effect on the date of final passing thereof.

RURAL MUNICIPALITY OF CRAIK NO. 222



Reeve



Administrator



EXHIBIT "A"
MEMORANDUM OF AGREEMENT

This Agreement is made this 1st of August, 2017

BETWEEN

The Rural Municipality of Sarnia No. 221, a Municipal Corporation continued pursuant to the provisions of the Municipalities Act, January 1, 2006.

AND

The Rural Municipality of Craik No. 222, a Municipal Corporation continued pursuant to the provisions of the Municipalities Act, January 1, 2006.

WHEREAS it is deemed expedient for the R.M. of Craik to maintain and grade certain roads for the R.M. of Sarnia.

THEREFORE in consideration of mutual covenants and under takings herein contained, the parties agree as follows:

1. That the Rural Municipal of Craik No. 222 will grade and maintain the following roads in the Rural Municipal of Sarnia No. 221 at a cost to the Rural Municipality of Sarnia No 221 of \$3,000.00/year:

- S 5 & 6 of 22-26-W2

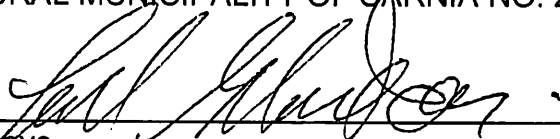
Such roads are to be kept in a responsible state of repair, having regard to the character of the road and nature of the locality in which it is situated or through which it passes.

2. The party providing the service agrees to indemnify and hold harmless the party receiving the service from and against all claims which may be brought by any person, firm or corporation for any injury, death or loss suffered as a result of the service provided under this agreement or the failure to provide such services.
3. To better enable the party providing the service to fulfill its obligations under the proceeding clause, the party providing the service agrees to maintain at all times comprehensive general liability insurance covering such risk with a limit of liability of not less than \$2,000,000.00 for each occurrence.
4. This agreement may be terminated by either party by giving thirty (30) days written notice in intent to do so.


IN WITNESS WHEREOF the parties hereto have caused their respective corporate seals to be affixed hereto, as attested by their proper respecting officer on the day and year first above written.

(Seal)

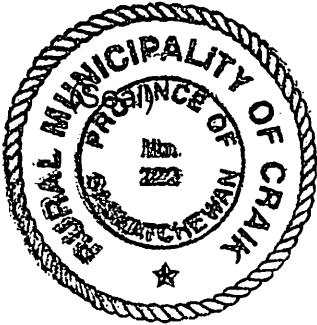
RURAL MUNICIPALITY OF SARNIA NO. 221



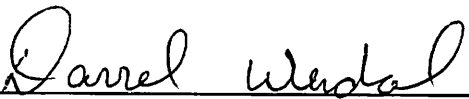
Reeve



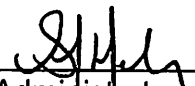
Administrator



RURAL MUNICIPALITY OF CRAIK NO. 222

Deputy 

Reeve



Administrator