

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 05-039

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF PETERBOROUGH TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF PETERBOROUGH FOR THE PROVISION OF WINTER MAINTENANCE SERVICES ON CERTAIN COUNTY AND CITY ROADS DURING THE 2004/2005, 2005/2006 AND 2006/07 WINTER SEASONS

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and they are hereby authorized to execute an agreement between the Corporation of the City of Peterborough and County of Peterborough in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first and second time this 21st day of March, 2005

By-law read a third time and finally passed this 21st day of March, 2005

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

APPENDIX 'A'

A G R E E M E N T

THIS AGREEMENT made in triplicate this 1st day of April, 2005.

BETWEEN:

THE CORPORATION OF THE CITY OF PETERBOROUGH

Hereinafter referred to as "City of Peterborough"

THE PARTY OF THE FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF PETERBOROUGH

Hereinafter referred to as "County of Peterborough"

THE PARTY OF THE SECOND PART

WHEREAS in order to streamline services in both a productive and cost-effective manner, the County of Peterborough and City of Peterborough have hereby agreed as follows:

Definition

Maintenance – For the purpose of this agreement, maintenance will be limited to snow plowing and the application of salt and sand.

Winter Maintenance – Conditions

1. The City of Peterborough hereby agrees to provide snow plowing and application of sand and salt on the following County Roads:

County Road 12 (Towerhill Road)	0.3 km between Fairbairn Street and Chemong Road
Fairbairn Street	0.5 km between the City of Peterborough limits, northerly to the intersection at County Road 12 (Towerhill Road)
County Road 18 (Chemong Road)	0.3 km (0.1 x 3) from the City of Peterborough limits to the intersection of County Road 19. The County will be responsible for the intersection.
County Road 35	0.8 km from City limits (Old Norwood Road), northerly to County Road 4. the County will be responsible for the intersection.

2. The County of Peterborough hereby agrees to provide snow plowing and application of sand and salt on the following City Roads:

Wallace Point Road	0.4 km – part of annexation
Hilliard Street	0.2 km – part of annexation
Carnegie Street	0.8 km – part of annexation
Airport Road	0.6 km, from City of Peterborough limits northerly to Sir Sandford Fleming Drive.

3. The parties hereby agree to carry out said winter control maintenance activities at a level of service currently maintained by the respective municipal corporations on the respective roads so exchanged, throughout the term of this contract.

Winter Maintenance Patrol – Conditions

Each municipality will notify the other of any road maintenance issues, which are observed in the course of these operations on the respective roads so exchanged, throughout the term of this contract.

Term

The term of this agreement shall be November 1, 2004 thru to and including October 31, 2007.

Payment

The parties hereby agree to pay each other a sum of \$1.00.

Subcontracting

The parties shall incorporate in their contract(s) for the hired winter equipment which shall operate on the roads as set out in Winter Maintenance – Conditions, under their supervision on and after November 1, 2004, provided that the contractor indemnify the parties, and extend the insurance obligations to protect the parties to the same extent as provided to them under such hired equipment contract(s). The parties shall each be responsible for calling out such contractor(s) and for making payment directly thereto.

Insurance Requirements

1. The parties shall maintain, in full force and effect, adequate road liability insurance at all times and throughout the term of this Agreement.
2. The City of Peterborough shall name the County of Peterborough as an additional insured on its respective road liability insurance policy at all times and throughout the term of this Agreement.
3. The County of Peterborough shall name the City of Peterborough as an additional insured on its respective road liability insurance policy at all times and throughout the term of this Agreement.
4. The parties hereby agree to indemnify and hold harmless each other from and against any and all claims, actions, causes of action, losses, injuries, costs, expenses, including legal expenses, howsoever styled and attributable to their negligence in performing the services required under the Agreement at all times and throughout the term of this Agreement.
5. The parties hereby agree to provide each other with proof of road liability insurance as required under this Agreement.

Cancellation

The terms and conditions of this agreement may be cancelled by either party upon receiving 60 days written notice, in advance of the effective date of the termination of this contract.

Authority

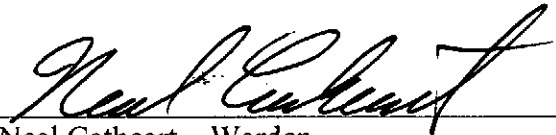
The parties hereby warrant that they have taken all necessary steps, done all acts, passed all by-laws and obtained approvals required to give it the authority to enter into this Agreement.

Enforcement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTIVE THIS AGREEMENT ON THE 1st DAY OF April, 2005.

On behalf of the Corporation of the County of Peterborough:

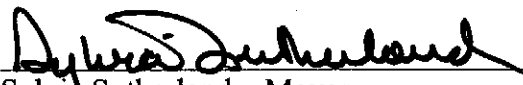


Neal Cathcart – Warden

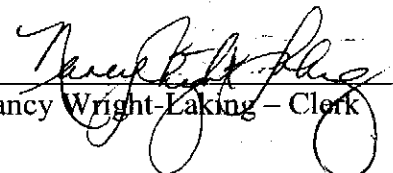


Lynn Clark – Clerk

On behalf of the Corporation of the City of Peterborough:



Sylvia Sutherland – Mayor



Nancy Wright-Laking – Clerk