

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 06-110

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND THE MINISTRY OF TRANSPORTATION REGARDING THE FINANCIAL PARTNERSHIP FOR THE COMPLETION OF THE COLDSPRINGS FUNCTIONAL TRANSPORTATION NEEDS ASSESSMENT TO BE COMPLETED BY EARTH TECH CANADA INC.

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 the Ministry of Transportation in the form attached hereto as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 3rd day of July, 2006

(Sgd.) Henry Clarke, Deputy Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

SCHEDULE A

Proposal for Consulting Services to
Conduct the Coldsprings Functional Transportation Needs Assessment

Prepared by
Earth Tech Canada Inc.

Legal Agreement

Transportation Study for the Coldsprings Secondary Plan Area, City of Peterborough Highway 115/7 and the Bensfort Interchange

This is to serve as a Letter of Understanding ("Understanding") between the City of Peterborough and Her Majesty the Queen in right of the Province of Ontario, represented by the Regional Director, Eastern Region, Ministry of Transportation for the Province of Ontario ("MTO"), regarding the Transportation Study that is being undertaken by the City of Peterborough for the Coldsprings Secondary Plan area.

In consideration of the terms of this Understanding and the sum of Ten Dollars (\$10.00) of lawful money of Canada paid by each of the parties to the other, the receipt of whereof is hereby acknowledged, and other good and valuable consideration, the parties understand and agree as follows.

The City of Peterborough agrees and recognizes that the MTO has control and jurisdiction over land development adjacent to and surrounding the Highway 115/7 and Bensfort Road interchange, that the City of Peterborough is responsible for the required Transportation Study for the Coldsprings Secondary Plan area.

Recitals:

- A. The formal name style of the MTO is set forth in section 33(7) of the Public Transportation and Highway Improvement Act R.S.O. 1990, c.P.50.
- B. The City is the Study proponent to undertake a Transportation Study for the Coldsprings Secondary Plan area to determine future road networks and improvements.
- C. The Technical Advisory Committee (TAC) will include representatives of the CITY and MTO.
- D. The Terms of Reference attached hereto as Schedule "A" and forming part of this agreement.

The CITY and the MTO agree as follows:

1. The CITY shall provide two members for the TAC and shall hire and supervise the consultant.
2. In partnership with the City, the MTO shall provide two members for the TAC and provide technical assistance.
3. The MTO shall contribute 50% of the cost of the Transportation Study with an upset limit of \$31,000.00 and are not subject to payment of Goods and Services Tax (GST).
4. In the event that the cost of the Ministry portion of the Works exceeds this amount, the City shall give the Ministry written notice, including particulars for any costs in excess of the Ministry's contribution, as herein set out, prior to committing to any expenditures and shall not proceed with the Work until receiving written confirmation by the Ministry that it is in agreement with the expenditures. Any additional items must be agreed to by both parties and cost sharing will be dependant on the benefit to the MTO.
5. Nothing in this agreement is to be construed as placing an obligation on the MTO or the CITY to complete in whole or in part any construction of any works that may be recommended by the Transportation Study.
6. The address of the CITY, subject to advice in writing to the MTO to the contrary, for the purposes of this Legal Agreement is as set forth below:

The City of Peterborough
Planning & Development Services
500 George Street North
Peterborough, Ontario
K9H 3R9

7. The latest date set forth with the signatures below is hereby deemed to be the date of the signing of this Legal Agreement.
8. The Study shall commence within two (2) weeks of signature by both parties.
9. The CITY shall pay the cost of each invoice rendered by the consultant. The CITY shall send a true copy of the invoice received from the consultant by the CITY to MTO no later than ten days after receipt of the invoice.

Within thirty days of receipt of the invoice for the consultant, the MTO shall forward to CITY payment for the cost of the invoice. MTO shall not be responsible for paying the Goods and Services Tax (GST). MTO shall not be responsible for any late charges for failure to pay the invoices sent by the consultant unless the delay in payment is caused by the MTO.

The CITY covenants and agrees that the CITY shall only use the money paid by the MTO to the CITY for the payment of the invoices sent by the consultant for the purposes of the payment of those invoices.

10. The CITY will invoice, send notices, and documents, to the MTO at:

Shared Services Bureau
Accounts payable Section
1355 John Counter Blvd.
Postal Bag 4000
Kingston, Ontario, K7L 5M6

IN WITNESS OF ALL contained in this Letter of Intent

The City of Peterborough

**Ministry of Transportation of
Ontario**

name:
title:

Kathryn Moore
Regional Director
Eastern Region
Ministry of Transportation
date: _____
(for the "MTO")

name :
title:

We have the authority to bind
the City of Peterborough.

date: _____
(for the "CITY")

SCHEDULE "A" to Legal Agreement

Terms of Reference, Proposal and Agreement For Professional Consulting Services for a Transportation Study for the Highway 115/7 & Bensfort Road Interchange Area, City of Peterborough for the Coldsprings Secondary Plan Area.