

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 07-174

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND THE CORPORATION OF THE TOWNSHIP OF DOURO-DUMMER

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

1. That the Mayor and Clerk be hereby authorized to execute an agreement between the Corporation of the City of Peterborough and The Corporation of the Township of Douro-Dummer in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 10th day of December, 2007

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

SCHEDULE "A"

THIS AGREEMENT made in triplicate this ____ day of December 2007.

B E T W E E N:

THE CORPORATION OF THE CITY OF PETERBOROUGH
(the "City")

- and -

THE CORPORATION OF THE TOWNSHIP OF DOURO-DUMMER
(the "Township")

WHEREAS the City and the Township each desire to share the provision of Winter Control Service for various sections of road as described herein for a five (5) year term commencing on 1 January 2008;

AND WHEREAS sharing of Winter Control Service will permit the City and the Township to each maintain continuous routes that will assist both parties to efficiently attain appropriate levels of service;

AND WHEREAS the Council for the City of Peterborough approved the recommendations contained in Report USPW07-018;

AND WHEREAS the parties have exchanged the sum of One (\$1.00) Dollar, the receipt and sufficiency which is hereby acknowledged;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained the parties agree as follow:

DEFINITION

Winter Control Services or the Services – means the performance of snow plowing and the application of salt and sand on the portions of the roads identified herein;

TERMS AND CONDITIONS

1. The City and the Township each agree that, until midnight on 31 December 2007, the City shall continue to provide the Services to the Township on the portion of University Road which runs between Parkhill Road East and the City limit.
2. The City and the Township agree as follows:
 - a. The Term of this Agreement shall commence at 12:01 AM on 1 January 2008 until midnight on 31 December 2012;
 - b. Each party shall, at its sole risk and expense, perform the required Services on the roads identified herein;
 - c. That the distance of road upon which each party is performing Services for the other is approximately equal and that as a result no payments, save and except those already made to secure the City's performance of the Services in accordance with Article 1 herein, shall be exchanged for the provision of the Services as described herein;
3. The City shall perform the Services on University Road between Parkhill Road East and the City limit.

4. The Township shall perform the Services on Pioneer Road, from its intersection with Nassau Mills Road, easterly to the City Limit, being the intersection of Pioneer Road and 9th Line.
5. The parties agree to perform the Services in accordance with the level of service currently maintained by the party which owns the road and in accordance with all applicable provincial regulations or legislation.
6. The parties further agree to notify the other of any road maintenance issues which are observed during the performance of the Services.
7. Each party shall be responsible for calling out such third parties as may be required to perform the Services and if such call-out is made the party making the call-out shall be responsible for the costs of such third party call-out.
8. The City and the Township shall:
 - a. Indemnify and save harmless the other from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever, including legal expenses, whether direct or indirect and howsoever styled which the City or the Township, its agents, servants or officers, may suffer as a result of the errors, omission or the negligence of the other party or its agents, servants or officers, in the performance of the Services.
 - b. In the event of a claim, be responsible for the deductible amounts under their respective policies of insurance.
 - c. Require each third party, hired to perform the Services:
 - i. To indemnify and save harmless the City and the Township; and
 - ii. To extend the third party's insurance obligations to protect the City or the Township, as the case may be, to the same extent as is provided to the other party in its agreement with the third party.
9. The parties shall maintain in full force and effect adequate road liability insurance in which each Party names the other as an additional insured for eth duration of the Agreement. Each party shall provide the other with proof of insurance forthwith upon the execution of this Agreement.
10. This Agreement may be terminated by providing sixty (60) days written notice to the other party's Clerk.
11. The parties hereby warrant that they have taken all necessary steps and performed all acts required to authorize the execution of this Agreement.
12. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED)
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 in the presence of:)
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**THE CORPORATION OF THE
 CITY OF PETERBOROUGH**

) D. Paul Ayotte, Mayor
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)
) _____
) Nancy Wright-Laking, City Clerk
)
) **THE CORPORATION OF**
) **THE TOWNSHIP OF**
) **DOURO-DUMMER**
)
)
) _____
) J. Murray Jones, Township Reeve
)
)
) _____
) Linda Moher, Township Clerk